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ABSTRACT

During the 1980s, the number of local education associations engaging in some type of collaborative bargaining, a problem-solving approach conducted in an atmosphere of mutual respect, grew significantly. In exploring the theory and practice of collaborative bargaining, the National Education Association relied on available published materials and interviews with local leaders and staff with firsthand knowledge of the process. The report provides local education associations with the kind of information that will help them make relatively informed assessments about the process. To understand the forces behind the growth of collaborative bargaining, five kinds of pressure for change are detailed and two problems contributing to a degree of controversy are addressed. A section on the conceptual roots of collaborative bargaining outlines Walton and McKersie's (1965) major tenets of behavior in labor negotiations. Detailed are four subprocesses: distributive bargaining, integrative bargaining, attitudinal structuring, and interorganizational bargaining. Contemporary approaches to bargaining are detailed: expedited bargaining, progressive bargaining, win/win Goldaber approach, principled negotiations (the Harvard Negotiation Project), strategic bargaining, and educational policy trust agreements. Potential problems and benefits of collaborative bargaining and the criteria for success conclude the report. Appended are six examples of negotiation models. (27 references) (RR)

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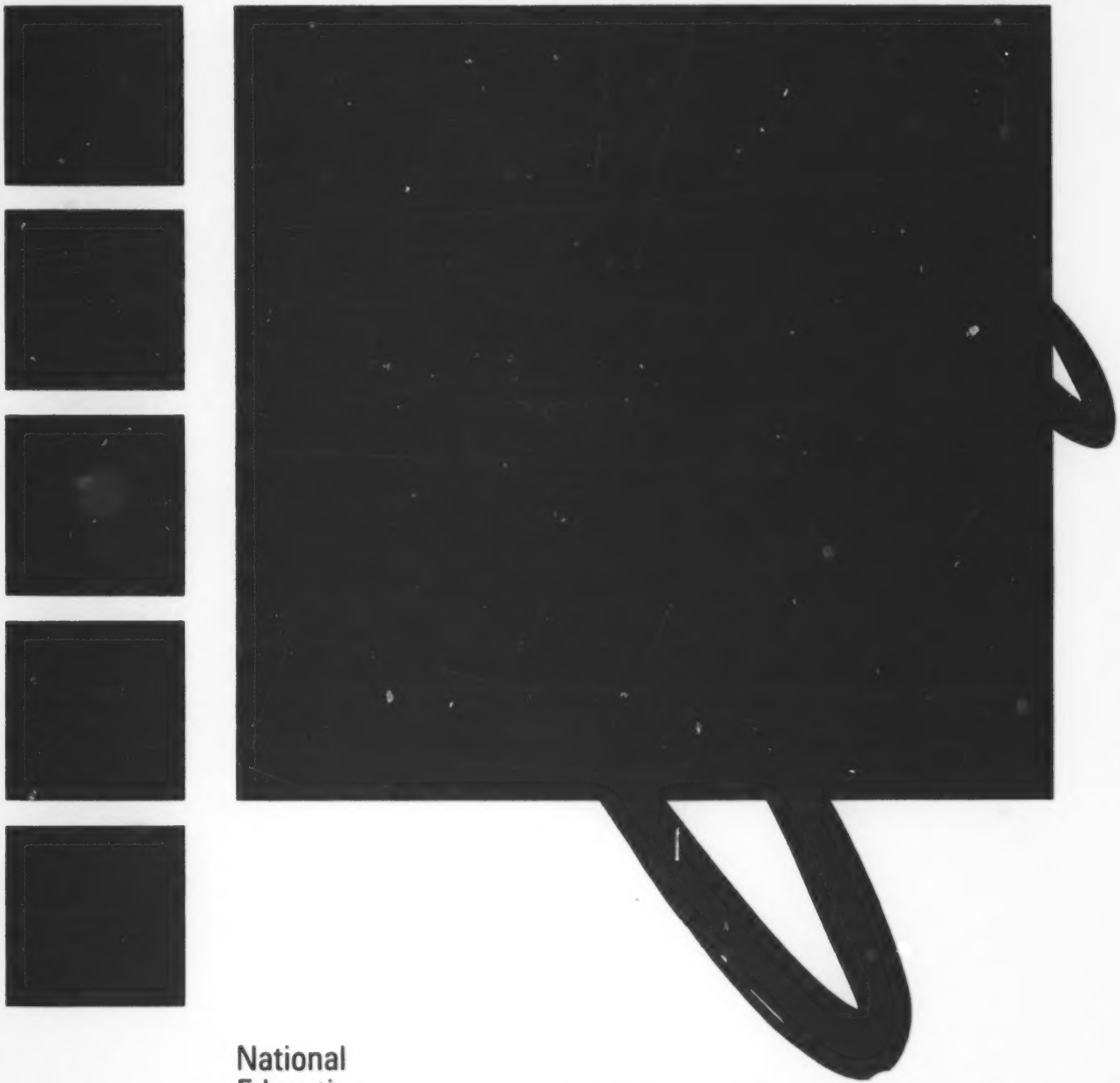
STUDIES IN COLLECTIVE BARGAINING

Collaborative Bargaining: A Critical Appraisal



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Preface

During the 1980s, the number of local education associations engaging in some type of collaborative bargaining, a problem-solving approach conducted in an atmosphere of mutual respect, grew significantly. While there are exceptions, most efforts to change the timbre of the collective bargaining process began during the latter half of the decade as the education reform movement gathered steam and the public's gaze was fixed on education. As yet, however, the phenomenon of collaborative bargaining has not been subjected to much rigorous scrutiny by National Education Association member advocates. It remains a subject about which many have strong feelings, but few have substantial understanding.

To close the gap in our knowledge, we began to explore the theory and practice of collaborative bargaining. We relied on available published materials and interviews with local leaders and staff with firsthand knowledge of the process. Our efforts have yielded an appreciation of both the complexity of the issue and the amount of investigation that remains to be done by people at all levels of the NEA organization.

In keeping with the spirit of exploration with which we initiated our inquiry, this publication neither affirms nor dismisses collaborative bargaining. What it does do is provide local associations with the kind of information that will help them make relatively informed assessments about the process. We consider the pressures for change in the practice of collective bargaining, the primary sources of confusion about collaborative bargaining, the conceptual roots of contemporary forms of collaborative bargaining, the variety of approaches that fall under the general rubric of collaborative bargaining, the potential risks and benefits of the process for local associations, and some tentative criteria for success.

This publication is not meant to be the last word on this issue. It is our hope that it sparks further debate and discussion about what may be a growing trend in labor relations in public education.

Pressures for Change

To understand the phenomenon of collaborative bargaining, we need to understand the forces that are behind its growth. If local associations that have used traditional, positional bargaining from the early days of bargaining to the present have begun to experiment with new approaches to bargaining, we have to assume that there are pressures of some kind moving them in this direction. Both in published accounts and in discussions with UniServ directors and local leaders, we were able to identify five kinds of pressure for change.

A hostile labor relations climate is a major force for change. In Howell, Michigan, for example, in 1982, there was a three-week strike accompanied by court-ordered bargaining. A settlement was reached 10 minutes before the deadline. The UniServ director and the superintendent thought "there's got to be a better way." They began their 1985 negotiations with a weekend in which the superintendent, school board, the local association bargaining team, and the administrative bargaining team were trained in the skills necessary to bargain collaboratively. When we spoke with the UniServ director, who had negotiated the 1985 agreement, the district was nearing the end of a three-year agreement reached in a collaborative way. Now, however, there has been a change at the top. A new superintendent has been appointed who does not have the same commitment to the collaborative effort. Its future, therefore, is uncertain (Susan Manierston, personal interview, January 1990).

Howell's story of initial hostility is repeated in other places that have moved to collaborative forms of bargaining. In Mounds View, Minnesota, for example, a bitter labor dispute in which teachers worked without a contract for almost a year forced the district and local association to go to an outside consultant to help them bargain more effectively (Rodman 1988). In some cases, hostility may be interpreted as a visible symptom of change. The new responsibilities of educators and the added attention to education engendered by the education reform movement have the capacity to create tension. In other cases, hostility is caused by such things as misperceptions and the personalization of issues. The latter situation is more familiar to us and perhaps is more common.

A second force for change is new personnel at the top of the district or local association. Many stories about collaborative bargaining start out with something like this: "One of our board members is very interested in win/win bargaining" or "We have a new superintendent and he/she really believes in this other way of doing things." The orientation of the leadership of the local and the district is an enormously important factor in establishing the approach to bargaining that each will adopt. If there is no commitment or support for a new bargaining approach at the top, there is little likelihood that it will even be proposed, much less succeed. We should point out that personnel changes are not always necessary to prompt a change in orientation. The latter may also be produced by leaders changing their minds about what they have been doing if it is not working or if they want to explore other ways of doing things. However, personnel changes are without a doubt one of the most frequent sources of change in the labor-management relationship.

A third force for change is the attitudes of new members. As the NEA's *New Teacher Organizing Guide* (undated) indicates, new teachers are more concerned with professional issues than with such traditional union issues as benefits, hours, seniority, assignment, and transfer. In addition, they tend to be more interested in cooperation and professional relationships with administrators than are older teachers. In part, these differences between young and older teachers stem from radically different kinds of experiences. Older teachers are likely to remember the difficulties in bargaining the first contract, the struggles to improve working conditions, experiences with unreceptive administrators, failed reforms, and the strain of fiscal belt tightening. These

kinds of experiences do not tend to be part of the collective memory of newer teachers (at least not in the first several years).

Beyond different kinds of experiences, younger and older teachers grew up in different social milieus. As America's fortunes began to reverse in the mid-1970s, much more emphasis was placed on cooperation in both university training and official pronouncements from corporate and union leaders. Younger teachers are more likely to be shaped by the pronouncements and values of their environment to regard labor-management cooperation as a positive direction than are older teachers. Older teachers, particularly if they have been treated to a different kind of labor relations experience, are more likely to see labor-management cooperation as a threat to the gains that they have made through collective bargaining or a return to pre-bargaining days than are younger teachers.

This different way of seeing things becomes visible in such things as setting the agenda for bargaining, deciding upon the approach to be used in bargaining, and selecting bargaining team members. Concerning the latter, conflicts can arise between younger and older members if individual team members are perceived as likely to lead the team in either a cooperative or conflictual direction. While disagreement about the merits of conflict over cooperation may arise within groups of older teachers and groups of younger teachers, the type of disagreement we have described here is more likely to occur between groups of older and younger teachers rather than within these groups. The NEA is moving toward a bimodal membership with a substantial complement of older teachers and a substantial complement of younger teachers and relatively few teachers in the middle of the chart. As the demographic changes unfold, these differences in perspective may prove very significant for the politics and orientation of local associations.

A fourth pressure for change comes from new concepts. As we have noted, cooperation has a growing presence in labor-management relations today. New ideas about organizing the workplace and dealing with management shape our choice of strategies to be used in bargaining. When our leaders and bargainers are exposed to some of these ideas, they want to try them. For example, after Roger Fisher and other members of the Harvard Negotiation Project trained the Multiple-Association Bargaining Organization in Michigan's Washtenaw and Livingston counties in early 1986, some of the 11 local associations who were represented there were encouraged to try some "Getting to Yes" type of bargaining (David Harrell, personal interview, January 1990).

The force of new ideas in the context of bargaining is not insignificant, because these ideas will determine how we will approach bargaining. In some important sense, we may be dealing with competing analogies. Is bargaining like a war or like an exercise in diplomacy? If it is like a war, you gird your loins, organize your troops, and go out to take as much territory as you can for your side. If it is like an exercise in diplomacy, you explore what your needs and those of the other party are, you search for equitable ways to meet those needs, and you use your dealings to create a healthy climate for further negotiations. The right answer (if the history of nations helps us in this regard) is that bargaining is sometimes a war and sometimes an exercise in diplomacy. It may be a bitter war followed by an exercise in diplomacy or a failed exercise in diplomacy followed by a war. The other question is: Which one works best? No one tactic works all the time. In a given situation, one tactic will probably work better than another. This should be determined by the situation and not by preconceived judgments about the effectiveness of a particular course of action.

A fifth force for change is education reform. Locals that have wanted to initiate or develop a plan for comprehensive change in the structure of schools may experience some difficulty if the labor relations climate is hostile or generally adversarial. A tense climate does not necessarily present problems if you are not going to negotiate significant new language or craft new programs. If you are going to attempt these things, however, it helps to have a good working relationship. In Glenview, Illinois, for example, one of the primary forces behind the collaborative working relationship that evolved between the district and the Glenview Teachers Association was the desire of teachers and the local association to have a role in the restructuring of the teaching profession (Marilyn Miller, telephone interview, January 1990).

Educational reforms are sometimes implemented in an adversarial climate. One of the sticking points in the two-week strike of Los Angeles teachers was the teachers' desire for some type of site-based decisionmaking effort. The board conceded on this issue, and it was negotiated into the contract between the school board and the UTLA. At the same time, however, we must acknowledge the degree to which the scope of bargaining handicaps local associations that are attempting to initiate comprehensive changes in the structure of schools. Management has no duty to bargain over a substantial proportion of reform issues. In these cases, when management chooses not to negotiate those issues, they are not legally obligated to do so. While a powerful local like UTLA may still be able to negotiate these issues despite some district resistance, the scope of bargaining in many states can reduce a local association's chances of successfully negotiating about reform issues. A collaborative process, which encourages creative problem solving, does not ensure that these issues will be negotiated, but it increases the likelihood that they will be.

Having briefly described the major pressures for change in local associations' approaches to bargaining, we need to make two qualifications. The first qualification is that individually these pressures are rarely enough to provoke a change in a local association's approach to bargaining. For example, a hostile labor relations climate by itself will not generally lead in the direction of collaboration without either personnel changes at the top or pressure for comprehensive changes in the educational process. What we see most often is that some combination of the pressures outlined above is responsible for an overall change in bargaining tactics and issues.

The second qualification is that some of the pressures outlined can also work in the opposite direction. In districts that have some history of collaborative approaches to bargaining, personnel changes at the top have the potential to provoke a return to a positional bargaining approach. The same thing is true of ideas. Since we are in a period in which old concepts have lost their dominance but have not yet been replaced by new concepts, there is much wavering back and forth both in the larger society and in our own association on the issue of confrontation and collaboration. This can be seen clearly in the ranks of the United Auto Workers. The union leadership's embrace of labor-management cooperation has generated a dissident group called New Directions, which argues, among other things, for a return to the militancy of yesteryear. While the New Directions movement constitutes only a small percentage of the local union leaders and members (possibly around 10%), they are extremely vocal and present a clearly articulated alternative to the more cooperative position of the current leaders.

Without more extensive study, it is difficult to determine precisely what causes these swings. If we were to speculate, it looks as if there is a fine line between collaboration in the interests of sound member advocacy

and collaboration for the sake of maintaining the collaborative relationship. When preserving the latter becomes more important (or, more precisely, is perceived by the membership to be more important) than getting a good agreement, the line is crossed and the relationship reverts for a time to adversarial forms of member advocacy. However effective or ineffective the research community might ultimately find it to be in securing good agreements, traditional, positional bargaining is trusted and understood by the bulk of our membership. Moreover, in many situations it represents the most effective type of bargaining process to use. These considerations help to explain its resilience.

Two Problems

One of the things that has hampered more extensive discussion of collaborative bargaining up to this point is the substantial emotional baggage many of us bring to the issue. There is no doubt that the idea of collaborative bargaining provokes strong reactions. People are as likely to extoll its virtues as they are to search for the most appropriate invectives with which to describe the process. Recently, for example, one UniServ director labeled it "the evil that spreads." An outside observer looking at the uproar produced by the discussions surrounding collaborative bargaining must find it next to impossible to come to any clear and compelling conclusion about either its historical record or its possible utility for future use.

Before we discuss specific approaches to collaborative bargaining, we need to take a moment to look at why the concept of collaborative bargaining has generated such a high degree of controversy. This may defuse some of the unproductive emotionalism that often surrounds this issue and allow it to be considered from a more strictly pragmatic standpoint. There are at least two problems contributing to the discord that surrounds this issue.

The first problem is the term collaborative bargaining itself. In essence, collaborative bargaining is the idea that if both parties adopt a problem-solving approach to bargaining within a climate of mutual respect, each party might be able to get a better agreement than if both parties went after each other hammer and tongs. In other words, it suggests a process through which both sides win. While the term collaborative bargaining (like the term win/win) suggests a single approach to collective bargaining, in reality the concept is an umbrella for a growing number of distinct approaches to bargaining. These approaches may bear little resemblance to one another. Some stress trust. Others stress principles. Some approaches have proved to be sound in some situations, while others have poor track records. The lack of specificity surrounding the idea makes it very easy for two people to have a long and involved discussion about it without realizing that they are not discussing the same thing.

The second problem is the tendency of proponents of collaborative bargaining to vilify what we will call (for lack of a better term) traditional bargaining. In order to promote some form of collaborative bargaining, its proponents have set up traditional bargaining as a straw man. These proponents may be consultants who are trying to sell a new way of doing business to a district or authors who are trying to create a "new" framework by weaving together a number of "old" ideas. Traditional bargaining has been described variously as generally adversarial, personality-focused, inefficient, and uncreative. Collaborative bargaining, on the other hand, is portrayed as cooperative and efficient, capable of producing bounteous harvests of solid agreements for both sides.

Related to this, traditional bargaining is often viewed as a practice farther down the evolutionary ladder than collaborative bargaining. In a recapitulation of the evolutionary March of Progress in which apes become humans, traditional, positional bargaining is depicted as evolving into collaborative bargaining. Just as earlier life forms are viewed as more primitive than present forms, traditional, positional approaches to bargaining are portrayed as inferior to collaborative bargaining. This is often not stated explicitly, but implicit in statements like "collaborative bargaining emerges when labor relations have reached a certain stage of maturity."

This kind of thinking does not do justice to the potential that "traditional" bargaining holds out to us. In addition, it unduly limits the formulation of appropriate bargaining strategies. It suggests that when a local association reaches the "stage" of collaborative bargaining, it will not "regress down the evolutionary ladder" to traditional bargaining. In reality, local associations that have engaged in collaborative bargaining sometimes move back and forth from some form of col-

laborative bargaining to some form of traditional bargaining. Much depends upon the personalities of the leaders of the local association and the district, the internal and external forces at work in the local context, and the time interests of both parties. As the internal and external environments of a local association change, so does its approach to labor relations.

In another vein, the way in which traditional and collaborative bargaining are depicted in these sweeping expositions is greatly oversimplified. Concepts must bear a close relationship to reality. Just as collaborative bargaining contains a number of distinct approaches, what has been called traditional bargaining has developed into a highly complex and variable process that often contains problem solving along with hard bargaining and is capable of generating change-oriented programs. Programs like site-based decision-making, which change the locus of decision-making in schools and generate new educational initiatives, have been negotiated in "traditional" as well as "collaborative" bargaining contexts. Traditional bargaining is thus not easily reduced to a few stock adjectives. In the discussion over the pros and cons of traditional and collaborative bargaining, we have become the unwitting victims of our personal definitions of the different approaches to collective bargaining.

When traditional, positional bargaining, which has been used successfully in a number of locals, is labeled inefficient and ineffective, bargainers who have successfully used it become upset, not without reason. They become even more upset when they see examples of "new and improved" approaches to bargaining fail miserably in other districts. What is happening in large measure is that all of us discussing this issue have been trying to establish the worth of very general, loosely defined ideas by drawing on our personal "data bases" of one or two examples with which we are familiar and about which we have strong feelings.

We will discuss some of the factors for the success of new approaches to collaborative bargaining later in this publication. For the present, let us design a framework that will avoid the problems that have plagued most discussions of this issue up to this point. In the perspective of this publication, *collaborative bargaining is an umbrella term for a number of distinct approaches to bargaining that rely upon group techniques and problem solving to craft agreements between school districts and local associations.* Some of these approaches have better track records and more solid conceptual foundations than others. In evaluating the usefulness of the idea of collaborative bargaining, it is very important to separate the distinct approaches being evaluated from the whole idea of collaborative bargaining. An indictment of one specific approach to collaborative bargaining should not spill over to other specific approaches. Conversely, a ringing endorsement of another approach should not be taken to mean that all approaches will work equally well.

Also, what works for one local association will not necessarily work for all other local associations. And, what works in one negotiation will not necessarily work in the next negotiation. Collaborative bargaining approaches do not represent a new, strategic direction of labor relations as much as a tactic to be applied with varying degrees of success to different contexts. In this sense, we agree very strongly with the following remarks of Roger Tauss, a vice president of the Transport Workers Union of America (TWU):

For Will Rogers it was people. Personally, I've never met a tactic I didn't like. Only tactics that didn't work. The labor movement has hurt itself in recent years with a childish tendency to elevate tactical questions to the level of principles. And nowhere more than the "principle" of militancy versus cooperation and participation. These are tactics. Their use or rejection is not a decision that should be decided by some a priori *considerations of ideological purity or unity of interest between labor and management, but by what will work in a given situation — particulars of conditions, time, and place. (Tauss 1989)*

Conceptual Roots of Collaborative Bargaining

With any idea, it is important to understand not only its contemporary expression but also its historical antecedents. It is generally a good idea to start with these early ideas, because chances are pretty good that later scholars and practitioners have built on them. Understanding them in their original contexts adds richness and depth to their contemporary formulations.

The recent popularity of books like *Getting to Yes* by Roger Fisher and William Ury (1981) and the plethora of articles discussing the pros and cons of different types of labor-management cooperation that have appeared suggest that collaborative bargaining only emerged on the labor stage in the last 10 years. In fact, collaborative bargaining is considerably older. It is difficult to say precisely when it emerged in labor negotiations, because unions have used some combination of collaborative and positional approaches for quite some time. However, substantial writing on the issue appears as early as the end of the Second World War (see for example, Bakke 1946; Chamberlain 1960).

Of these various contributions to the field, the most valuable and relevant for the present discussion is Richard Walton and Robert McKersie's *A Behavioral Theory of Labor Negotiations* (1965). We will take some time here to examine the major tenets of this work because of the enormous influence it has had on contemporary writing on the subject. Walton and McKersie identify four subprocesses that, in their view, comprise most of the behavior in labor negotiations. These subprocesses are distributive bargaining, integrative bargaining, attitudinal structuring, and intraorganizational bargaining. Each sub-process has its own corresponding set of tactics.

Distributive bargaining refers to the set of activities designed to resolve pure conflicts of interest—i.e., when one party's goals are in basic conflict with those of the other party. It is a fixed-sum game in the sense that one party's gain is the other party's loss (Walton and McKersie 1965). The purest example of distributive bargaining would be a negotiation in which only wages are being discussed. The parties might find room to collaborate around how the monies available are to be distributed to employees. However, the total value of the compensation package is a distributive bargaining issue. Management's loss is labor's gain and vice versa.

Integrative bargaining refers to the set of activities designed to find common interests and solve problems that are confronting both parties. It is a varying-sum game because the nature of the problem permits solutions that benefit both parties or, at the least, do not demand an equal level of sacrifice by one party for a benefit by the other party (Walton and McKersie 1965). In other words, both parties gain something. An example of a problem of this type might be an employee participation program in which management hopes to increase productivity and labor hopes to improve working conditions and member job satisfaction.

In complex, multi-issue negotiations, the ability to trade enhances the potential for cooperation. Wages, which will probably assume the character of a distributive bargaining issue in simple wage negotiations, may be construed as part of a larger, integrative bargaining problem. For example, in return for enhanced job security protections in a declining industry, a union may agree to a smaller wage increase.

In reality, collective bargaining usually represents a combination of distributive and integrative approaches, a situation Walton and McKersie describe as *mixed bargaining*. In contrast to distributive bargaining, in which there is pure competition, in mixed bargaining

> *cooperation and competition are more inextricably combined throughout the search and consideration of an array of potential problems. The parties are motivated to cooperate in an active, problem-solving way in order to create maximum values but are also motivated to take competitive steps in order to ensure themselves of high individual outcomes either as part of the*

specific outcome or as a side payment. Therefore, the cooperative elements in a mixed situation require more active and deliberate attention. (Walton and McKersie 1965)

The possibilities presented by the concept of mixed bargaining suggest one area of difficulty with the either/or way in which various approaches to collaborative bargaining are presented. That is, we are essentially told that our choices are an old Buick or a new Porsche. What Walton and McKersie's work as well as the accumulated wisdom of many bargainers suggests is that maybe you should aim for a Jeep because the terrain is rough. In other words, a mixed strategy may bring more success than a purely distributive or purely integrative approach.

Attitudinal structuring, the third subprocess, refers to the set of activities concerned with the relationship between the two parties. In Walton and McKersie's view, negotiating a labor agreement provides both parties with a "unique opportunity to strengthen or change the prevailing attitudes of each toward the other." It is during negotiations that the high-ranking officials in each organization have the opportunity for frequent interaction (Walton and McKersie 1965). The quality of this interaction has the potential to improve a relationship or change it for the worse.

The relationship is a critical element of the bargaining context. Different kinds of relationships generate different kinds of bargaining strategies. A healthy relationship that both parties have worked on over the years will be more likely to lead to instances of integrative bargaining than a conflict-ridden relationship. Both Walton and McKersie (1965) and Harbison and Coleman (1951) have created typologies of relationships that extend from conflict to full cooperation. Most relationships fall somewhere between these two extremes. The bargaining process, then, holds out the possibility that a somewhat bad relationship can be made workable or that a good relationship can be extended to joint participation in a major restructuring of the workplace. It is important in this respect to see that building a relationship takes time and usually proceeds incrementally, rather than in large leaps.

Attitudinal structuring is the subprocess of bargaining on which most examples of collaborative bargaining concentrate. There is a recognition (at least among the more astute participants and conceptualizers of collaborative bargaining approaches) that if the relationship between the parties is healthy, it is a lot easier to achieve solid, acceptable agreements than if the relationship is characterized by mistrust, unforgiven insults, and ill will. The relationship itself can turn a particularly difficult issue into a problem to be solved or a clearly shared problem into a contest of gladiators.

The relationship between labor and management is a primary determinant of how the parties will respond to outside forces like fiscal shortfalls or public pressures to improve schools. These environmental factors have the potential to strain a healthy relationship or push labor and management closer together. A good example of this is provided by Bellevue, Washington. When they were facing steep declines in student enrollments, the school district of Bellevue and the Bellevue Education Association used collective bargaining to establish joint building councils that (among other things) determined an equitable means for making staff reductions. If there had been deep distrust between the district and the association, the situation could have easily deteriorated into a bitter and protracted confrontation (Michael Schoeppach, telephone interview, June 1990).

The fourth sub-process, *intraorganizational bargaining*, refers to the set of activities in which each party attempts to reconcile the expectations of its respective constituents with those of its bargaining team. The bargaining team faces two disparate sets of demands about contract issues and general expectations about behavior, one from the other party and one from its constituents (Walton and McKersie 1965).

In intraorganizational bargaining, an attempt is made to bring these different demands and expectations into alignment with one another. It is in the area of intraorganizational bargaining that many experiments in collaborative bargaining fall short. Most discussions of the subject deal only with the process to be used with the other party and fail to deal with the dynamics involved in dealing with the membership. This is ironic in light of the fact that members are more likely to misunderstand and misjudge collaborative approaches to bargaining than positional approaches to bargaining. Considerable time should therefore be taken with the members before bargaining begins in order to find out what their concrete expectations are and discuss why a collaborative approach is being adopted. Additionally, the evidence suggests that there is a danger in building a relationship with management if you are not also paying attention to your members' needs and expectations.

What Walton and McKersie (1965) suggest at the outset of their work is that the interrelationship of the sub-processes creates many dilemmas for bargainers. As we have pointed out, if you only focus on building a relationship, you run the risk of damaging your relationship with your constituents. If you only focus on how much you can take from the other party, you risk missing opportunities in which both of you can profitably cooperate. The great strength of the conceptual scheme outlined here is that bargaining is considered from the standpoint of tactical and organizational considerations. While admitting both the possibility and effectiveness of cooperation in bargaining, the authors draw other contextual factors into play. Only when bargainers consider the multiple ramifications of each tactic will they avoid the pitfalls that have befallen some of collaborative bargaining's pioneers.

New Approaches to Bargaining

Having looked at the conceptual scheme that provides the point of departure for a great deal of contemporary writing on collaborative bargaining, we will turn here to several contemporary approaches. The first two approaches considered, expedited bargaining and progressive bargaining, are best considered as specialized forms of traditional, positional bargaining rather than as true collaborative models of negotiation. However, they contain some unusual features that presuppose a good working relationship with management. In that sense, they are hybrid processes—neither fish nor fowl. They have been included here to demonstrate that collaboration is rarely an all-or-nothing proposition. In between open warfare and complete collaboration, there lies a vast array of possibilities.

Expedited bargaining

It is difficult to determine with any degree of precision when and where the concept of expedited bargaining was first used. By the early 1980s, however, a number of NEA locals had used expedited bargaining with some success. In expedited bargaining, the local association and the district seek to reach agreement within a short time by restricting the time available for negotiations (usually two to three weeks) and limiting the number of issues on the table. Typically, the expedited bargaining process admits seven to ten items for negotiation in addition to compensation.

For the process to work, it is important to agree in advance on the ground rules that will apply to the process. At the minimum, ground rules should include such things as the dates on which bargaining will begin and end, the number of issues which each side is allowed to bring to the table, and the status of issues on which agreement has been reached in the event that negotiations are not concluded at the end of the specified time period. While most examples of the process appear to honor the agreements reached on individual items if negotiations are not concluded at the end of the time period, one UniServ director interviewed for this project indicated that she bargains with the understanding that "all bets are off" if the process is not concluded successfully (Jean Rose, personal interview, January 1990). This puts added pressure on both parties to reach an agreement by the end of the specified time period.

The process is designed to eliminate the anxiety and uncertainty caused by the all-too-frequent delays associated with collective bargaining. The first large district in Michigan to use this process was Lansing, a district with a history of strikes and acrimonious labor relations (two short strikes in 1970 and 1973 and a five-week strike in 1979). As the superintendent of the Lansing schools remarked on the eve of the district's first attempt to use expedited bargaining in 1984,

> *The result of months of planning and preparation by the parties has traditionally led to lengthy proposals covering everything from extremely minor to very critical issues. Often, the extended duration of the planning and negotiating process has led to uncertainties about the school calendar. Parents, teachers, and administrators have been unable, as a result of that, to do the planning which contributes to the efficient operation of the district. (Halik 1983)*

Because expedited bargaining restricts the number of issues on the table, it is possible that special interest groups within the bargaining unit may not be satisfied with the outcomes of bargaining. For example, Lansing's heterogeneous employee population, which included teachers, nurses, counselors, school psychologists, social workers, public librarians, speech pathologists, and coaches, made the selection of the seven items to be negotiated a difficult task. Despite the care taken by the local association, some groups within the bargaining unit were unhappy (not about what was negotiated, but what was not negotiated). The limited number of items

involved in expedited bargaining make it difficult for a local association to bargain intraorganizationally. This suggests that if expedited bargaining were used repeatedly without a periodic return to more inclusive kinds of bargaining, there is potential for unresolved problems from previous negotiations to make any agreement difficult. This is not a criticism of the process, but rather a suggestion about its limitations (see Appendix A for the ground rules governing Lansing's expedited bargaining experience). It is instructive that after successfully using expedited bargaining in 1984, the Lansing School District and the Lansing Schools Education Association agreed to use a very different kind of process called progressive bargaining for their 1987 negotiations.

Progressive bargaining

Unlike expedited bargaining, which is designed to get a settlement quickly, the concept of progressive bargaining is to permit full discussion of every issue that each party wants to bring to the table. In Lansing, it turned into an 11-month process. Its major aspects are an early start on negotiations, separation of economic and noneconomic issues, referrals to subcommittees, early mediation, and factfinding (Curtis 1988). (See Appendix B for the progressive bargaining model developed by Lansing.)

After early bargaining with the district in October and November 1986, most of the 141 noneconomic proposals presented by both sides remained unresolved. The noneconomic items were referred to subcommittees for discussion and referral back to the bargaining teams. The experience with subcommittees led UniServ director Kirk Curtis to note:

The subcommittee approach has its greatest chance of success when subcommittee members are not tightly controlled by the bargaining teams. When many subcommittee members are also members of the bargaining teams, stalemates are often reached in terms that are identical to the stalemates reached at the bargaining table; but when members are allowed latitude in problem solving for their assigned issues, fresh viewpoints can emerge and help discover new avenues for reaching agreement. (Curtis 1988)

Economic proposals were exchanged in March 1987. Bargaining by the teams left most major issues unresolved. Mediation began in May. In June, 71 items were unresolved. As they had agreed in advance, the district and LSEA set up a three-person factfinding panel in which the district and LSEA each selected one representative from outside the district. The third person was selected by taking the person with the highest average rank from separate lists of 10 persons prepared by LSEA and the district. The presence of a representative they had appointed on the panel permitted the deliberations of the panel to be "leaked" to the parties during the panel's deliberations and encouraged them to resolve most of the 71 items at the bargaining table. Sixteen of the items were finally submitted for factfinding. The panel reached unanimous agreement on its recommendations for eight of the items submitted to it. The remaining eight items were decided upon in split votes (Curtis 1988).

A tentative agreement fashioned from the panel's recommendations was prepared on August 27, 1987, four days prior to the start of school and a month later than was called for in the original timetable. The agreement was ratified by over 90 percent of LSEA's members. It was the conclusion of LSEA's executive director that the model outlined above allowed "full and complete exploration of every issue" and that the unusual factfinding process developed for this negotiation "surely averted a lengthy and divisive strike" (Curtis 1988).

Win/win—
the Goldaber approach

The term *win/win* evokes many different kinds of reactions from bargainers, depending in part on the particular win/win process they have used. Within our organization, the term win/win is frequently synonymous with the approach to collective bargaining developed by the late Irving Goldaber. This is unfortunate, because while there have been some successful applications of the process, it is possibly the most problem-ridden of all approaches to collaborative bargaining. Used in districts from California to Maine, Goldaber's win/win approach to collective bargaining focuses on direct and local leadership participation in the bargaining process. Bargaining is done by the key players themselves, not by chief negotiators, intermediaries, or hired representatives. One of its key selling points to local school districts and associations has been the promise that, by using it, the parties will be able to reach a mutually acceptable agreement within 30 days.

While one can scarcely object to the process's goal of reaching a mutually acceptable agreement within 30 days, the issue of what mutually acceptable really means and precisely how this is to be accomplished are critical considerations. This is what we will examine below. From the standpoint of the local association, the litmus test of the effectiveness of any bargaining process is the extent to which it promotes a local association's ability to be a good advocate for its members. If it fosters collaboration with management at the expense of advocacy or if it circumscribes or eliminates opportunities of a local association to advocate for its members' interests, then, regardless of how good it makes the parties feel, it does not work.

Goldaber's process has ten steps. While there are bound to be slight variations on these from place to place, the basic steps are as follows:

1. The presiding officers of both the district and the local association receive protocols for win/win negotiating. The standard protocols used in this process may be modified if both sides agree to changes.
2. Acting separately, the union and management draw up problems in the form of questions.
3. All participants and the facilitator (a neutral) participate in a communications laboratory. Its purpose is mutual education and a sharing of concerns.
4. The parties identify issues to be included in the contract. These are grouped into four main areas: compensation and benefits, rights and responsibilities, working conditions, and miscellaneous. The issues are turned over to contract matter committees composed of equal numbers of management and association representatives.
5. The committees meet over a three-week period to discuss the issues with which they are concerned. Agreements are reached and unresolved issues are delineated.
6. All parties and the facilitator participate in a weekend of win/win bargaining to resolve the more contentious issues, reach agreement, and appoint a contract writing committee.
7. The contract writing committee writes the contract.
8. All parties and the facilitator review and recommend the contract.
9. Both bodies vote.
10. All participants witness the signing.

It sounds easy enough, but some of the assumptions undergirding the Goldaber process as well as the process itself present

problems. In the first place, the process views board members, administrators, and education employees as members of an inclusive education family. The "family" is knit together by the concern all its members have for the welfare of the children entrusted to its care. A statement from Goldaber's firm, the Center for the Practice of Conflict Management, attributes the principal force producing agreements that benefit both sides to the cohesion generated by this overriding concern for quality education. In the words of the statement, "The Win/Win Process. . . allows both teams to 'win' by recognizing the needs and improvement of the school district as a whole as overriding" (Center for the Practice of Conflict Management, undated).

Leaving aside for the moment the fact that all parties in the educational enterprise are deeply interested in the welfare of children, they also have interests that are different from one another. There is simply no getting around that fact. A Pennsylvania superintendent reporting on actual experiences in Pennsylvania and Iowa reports, "In the two districts, win/win did not eliminate differences — it may have reduced them, but differences in both school systems' professional families remain" (Kuhns 1986). For that matter, the board and the local association may have very different ideas about how to best provide for the welfare of children. What is acceptable to both sides is a function of the degree to which these shared and different interests are respected in an agreement.

Another issue is trust. Trust is a prerequisite of the win/win process. For the majority of us, trust is something that is built over time and on the weight of accumulated evidence. To alter this equation in favor of the promise of more open communication is to hold out the possibility that the other party will violate that trust. This is not to say that this will happen or that no school administration can be trusted. Many can be. However, if a school board or administration violates your trust, it is almost impossible to reconstruct the relationship. So, the stakes involved in beginning from a position of trust are enormous—too high, perhaps, for the potential benefits to be realized from it.

Respect, not trust, is a more solid basis for beginning a new kind of dialogue (Michael Schoeppach, personal interview, May 1987). Respect implies that a relationship has the potential for trust to develop. It also implies that, while you acknowledge the integrity of the other party, you do have different interests. This means that the other party will not always accede to and may even oppose your proposals.

An astute critique of Irving Goldaber's process of win/win bargaining points out that he ignores the dilemmas of bargaining. The critique correctly suggests that bargaining contains elements of competition and collaboration, trust and mistrust, shared and divergent goals, and the concealment as well as the release of information.

Goldaber's analysis and his program reduce all of the dilemmas to an either/or proposition. In Goldaber's view people either bargain or they go to war. They either trust one another or they don't. They are either family members or they are not. Clearly what he has done is to approach the dilemmas squarely on the point of one of the horns. While this may be the preferred stance of bullfight aficionados and Hemingway enthusiasts, as an approach to bargaining it invites failure. (Harrison 1985)

In win/win bargaining, the parties have three basic options with respect to individual issues: the willing yield, dropping the item, and the "newpromise." Goldaber is insistent that the third option is not a compromise, but rather a creative solution in which both sides benefit. He gives the example of smoking sections on airplanes, which satisfy nonsmokers (who do not have to be surrounded by smoke) and smokers (who are allowed to smoke), as an example of a newpromise between smokers and nonsmokers (Goldaber 1982). Some of the more cynical among us, however, can still see the hazy form of compromise cloaked in the "smoke" of this term.

In win/win bargaining, items are considered individually. The parties have the option in each case of acceding to the other party's proposal, refusing to accept the other party's proposal, or "newpromising." Because the process encourages each item to be dealt with separately, this effectively rules out the possibility of tradeoffs, packaging issues together, or dividing complex issues into separate components. This does not prevent both sides from winning. In Goldaber's perspective, if you never had something, you cannot lose it. If you willingly give something up, you did not lose it either. In other words, while not losing anything, you can lose an awful lot. Additionally, the program is designed to foster early success, while saving particularly contentious items for the last minute (Harrison 1985). This puts a great deal of pressure on the parties to either yield or dig their heels in, but not to craft creative solutions. In fact, in the Pennsylvania and Iowa negotiations noted above, agreement would not have been reached at all if both parties had not resorted to traditional bargaining strategies (Kuhns 1986). In other words, they succeeded in spite of the process.

The most difficult problem raised by Goldaber's win/win process, however, is that of dialogue with constituents. The entire process is focused on the relationship among the principals (the board members and local association officers). The communications laboratory is where this explicit focus can be seen most clearly. While they may succeed in building a relationship in this "sanctuary," this relationship may be at the expense of their relationship with their constituents. According to research conducted by Lorraine McDonnell and Anthony Pascal of the Rand Corporation, many rank-and-file teachers are skeptical about joint ventures with management. Many of today's teachers went through the difficult early years of bargaining. Even though they are told there is a new way of doing things, many teachers have yet to see any tangible benefits from cooperating with management (Lorraine McDonnell, interviewed in Rodman 1988).

This would appear to suggest that if any kind of collaborative process is to be successful, the local leaders and negotiators must spend a great deal of time educating their members about the process as well as keeping the members informed along the way about what kinds of issues are being discussed and where things seem to be heading. Yet, in the win/win process we have just described, this entire component of the bargaining process is conspicuous by its absence. This leaves the local leadership open to charges of not providing effective representation. It can and, in fact, has led to local leaders being voted out of office.

One of the difficulties local leaders face with any new kind of bargaining process is in selling it to their members. When any of us has to sell anything, we are tempted to overpromise the product in order to make the sale. It is all right if your car dealer does that, but it is different with local association leaders. They have to face their members. With the win/win process just described, a mutually acceptable, mutually beneficial agreement in 30 days sounds like a great deal. In reality, it is a great deal if that is what happens. But what happens if it is not a good agreement or if you fail to reach agreement? Then the judgment of the salespersons (in this case, the local leaders) is suspect. This is not meant to discourage people from experimenting with any new approach to bargaining, but to underscore the need for caution and moderation.

Principled negotiations—the Harvard Negotiation Project

Getting to Yes by Roger Fisher and William Ury (1981) of the Harvard Negotiation Project (a Harvard University research project intended to develop and disseminate improved methods of negotiation and mediation) is the

single most influential contribution to the literature of collaborative bargaining. Most of the successful examples of collaborative bargaining in public education represent some derivation of the process described in this work. The book, we are told, began with the question, "What is the best way for people to deal with their differences?" Like other literature on collaborative bargaining, it promises to help the parties craft solutions in which both sides benefit. Its subtitle, *Negotiating Agreement without Giving In*, suggests that the method it offers allows both parties to benefit without compromising their interests.

Unlike every other discussion of collaborative approaches to bargaining, *Getting to Yes* espouses basic principles, not a specific process. It is thus intended to be applicable to any kind of negotiation, not simply labor negotiations. Because of its wide distribution and availability, we will only sketch these principles here. There are four: separate the people from the problem; focus on interests, not positions; invent options for mutual gain; and insist upon using objective criteria.

Separate the people from the problem is the first principle. The human dimension of negotiations can be a great help or a virtually insurmountable obstacle to getting a good agreement. Three major areas of concern are identified: perception, communication, and emotion. The perceptions of both parties play a key role in both producing conflict and opening the way to agreement. One of the first theorists to discuss the importance of perceptions was E. Wight Bakke. In describing a peaceful labor-management relationship in which there is mutual respect and recognition of each party's dependence on the other, Bakke noted:

The conditions required to accomplish such a result are many and complex. . . I have discussed only one. But I think it's basic. It is this: that each party shall understand thoroughly the kind of a job that the other has to do, his convictions about what is necessary if he is to do that job well, the way in which the nature of the job and those convictions impel him to act as he does; that each shall see to it that his action, based on that understanding, does not threaten the survival of the job or the organization with which the other identified himself. (Bakke 1946)

Besides perceptions, emotions are very important to bringing the negotiation process to a successful conclusion. Fisher and Ury (1981) tell us to let the other side let off steam, acknowledge emotions as legitimate, and use symbolic gestures to heal a bruised relationship. Finally, we are told that without communication there is no negotiation. Negotiators are therefore urged to listen actively and speak clearly and with a purpose. As Fisher and Ury note, "The basic approach is to deal with people as human beings and the problem on its merits."

In order to deal with a problem on its merits, negotiators are urged to *focus on interests not positions.* This is the second principle. The primary issue here is to get behind the respective positions of each party to the interests that generated them. For each specific interest, there are several positions that will satisfy it. Focusing on specific interests rather than positions gives each party more flexibility in coming to an agreement.

Suppose a district and an association are deadlocked over the health care benefit package. The district has proposed sharing a portion of the premium with the association to keep costs down. The association, which is interested in keeping the current level of health care benefits for its members, is resistant to the idea. As long as both sides maintain their respective positions, the negotiation is headed for impasse. If, however, they focus on their interests (cost reductions for the district and maintaining the freedom of choice and level of benefits provided by the current plan), other options become possible. The district and the association could agree to negotiate with providers, for example, to obtain the most favorable rates. Such a method would allow the association to maintain existing levels of coverage and also help to contain rocketing health care costs for the district. In most cases, this would be preferable to a strike.

What Fisher and Ury have proposed is quite similar to Walton and McKersie's (1965) notion of integrative bargaining in that both parties explore the ways in which they can each benefit from the solution to a problem. What Walton and McKersie do say, however, is that not all issues on the negotiating table lend themselves to this kind of resolution equally well. It may be easier, for example, to arrive at a career development program acceptable to both sides than a mutually beneficial salary package. Negotiators are urged to keep this in mind as they craft a strategy for negotiations.

The third principle is to *invent options for mutual gain.* A Department of Labor training program derived from the *Getting to Yes* principles calls this creating options to satisfy both shared and separate interests. As cumbersome as this sounds, it is perhaps a sharper way of defining the problems negotiators face in reaching agreement. *Getting to Yes* tells us that many settlements are held up because negotiators fail to do this. Negotiators sometimes get hardened into their positions too early, assume that the "pie" is fixed and not flexible, or maintain that it is the other party's responsibility to break a deadlock. The way out of this is to explore options together that may satisfy both parties. To eliminate blocks to this process, the training program (following Walton and McKersie) suggests that the negotiators separate deciding from brainstorming about options. In that way, they can possibly generate more than one acceptable solution and discuss the benefits and drawbacks of each one.

The focus on interests rather than positions and the invention of options that satisfy the shared and separate interests of both parties led Fisher and Ury to suggest the one-text procedure. While the one-text may be seen as a vehicle to help the parties in the event that they are unable to resolve their dispute in a principled manner, it may also be designed to be part of the negotiation process from the outset. The example given is of an architect who is brought in to help a quarreling couple design a house. Rather than taking the husband's and wife's positions at face value, the architect explores the interests that have led them into conflict over their house design. He asks the husband why he wants a garage and what he will store in it. He asks the wife why she wants a bay window. By this process, he comes to know what their real needs are and, in the course of several revisions with husband and wife, the architect arrives at a floor plan that both parties can agree to without feeling they have "given something up." The one-text procedure was used successfully in the 1978 accord between Israel and Egypt and, more germane to our purposes, in the 1989 agreement between the United Teachers of Flint, Inc. and the Flint Board of Education (Brian Veenhuis, personal interview, January 1990). (See Appendix C for the protocol used by the United Teachers of Flint and the Flint Board of Education.)

The fourth principle is to *evaluate options with standards, not power.* If negotiations are not judged on the basis of mutually agreed-upon objective standards, they will be judged by the willpower of the parties, which can be costly and destructive. In each negotiation, the parties have the responsibility for establishing both the standards they will use in determining the outcomes of negotiations and the way in which they will use them. Issues like fairness, rationality, practicality, and credibility surface in this context.

In the 1989 contract negotiations between the Greece Teachers Association and the Greece Central School District of Greece, New York, the district and the GTA created three teams (each composed of one board member, one administrator, and one teacher) to review the contracts of six districts selected for reasons of proximity, size, similar educational philosophies, and similar social composition. Contracts were examined in the areas of salary, benefits and other compensation, and other terms and conditions of employment. The information from the reviews was compiled and reported to the following groups: the association executive council,

association representative assembly, association membership, board of education, superintendent's cabinet, and building administrators. The information provided each side with a jointly developed information base (Frederick Ricci, telephone interview, January 1990; personal letter, March 1990). (See Appendix D for an outline of the 1989 negotiations process used in Greece.)

To complement this earlier work on negotiations, in 1988 Roger Fisher and Scott Brown of the Harvard Negotiations Project published *Getting Together: Building Relationships as We Negotiate.* As its title suggests, it is a work that deals much more explicitly with the problems and possibilities of the relationship between the negotiating parties. As do Walton and McKersie, discussed above, these authors note that the process of negotiation can build or severely damage a relationship. Since it is the relationship between the parties that helps us to meet our needs, it is worth paying special attention to. To build a good relationship, the authors recommend *an unconditionally constructive strategy,* which proposes that each party do only those things that are both good for the relationship and good for each other, whether or not the other party reciprocates. There are six basic elements:

1. *Rationality.* Even if they are acting emotionally, *balance emotions with reason.*
2. *Understanding.* Even if they misunderstand us, *try to understand them.*
3. *Communication.* Even if they are not listening, *consult them before deciding* on matters that affect them.
4. *Reliability.* Even if they are trying to deceive us, neither trust them nor deceive them; *be reliable.*
5. *Noncoercive modes of influence.* Even if they are trying to coerce us, neither yield to that coercion nor try to coerce them; *be open to persuasion and try to persuade them.*
6. *Acceptance.* Even if they reject us and our concerns as unworthy of their consideration, *accept them as worthy of our consideration, care about them, and be open to learning from them.* (Fisher and Brown 1988, emphasis in the original)

According to the authors, these are not guidelines for negotiators to be good, but to be effective. They are rooted in the ultimately selfish desire of each party to make the relationship work better. In one respect, these guidelines represent an extension of the first principle of principled negotiations—separate the people from the problem—to the relationship between the parties themselves. We are told to pursue the relationship and substantive goals independently and not to make a relationship contingent upon agreement. This is sound advice. The relationship can serve as a resource, even if things become difficult at the table. At a certain point, it may be what finally impels a difficult negotiation to a successful conclusion.

Many of the ideas of the Harvard Negotiation Project are not "new" in the sense that they have never been written down before. A number of them have. Very few are new in the sense that they have not been used before. Many astute negotiators have long ago recognized the value of such precepts as active listening, allowing the other party to save face, understanding the other party's interests, and negotiating with integrity. What makes the Project's work valuable, however, is that this is the first time all those ideas from different sources and different negotiators and negotiations have been *codified* in two highly accessible books.

The work from the Harvard Negotiation Project is important for several reasons: it delineates principles that can be readily applied to a variety of negotiation contexts; it contains sensible suggestions for avoiding unnecessary conflict; and it suggests useful ways of getting out of difficult dilemmas. The principles discussed here have been used successfully in different ways by different local associations. In Ann Arbor, Michigan, the principles were adapted for use by the parties in both contract extension bargaining and

monthly problem-solving meetings. (See Appendix E for a description of the procedures to be used for both contract extension bargaining and monthly problem-solving meetings.) By contrast, in Flint an outside consultant was brought in to help the parties draft bargaining protocols and negotiate using the one-text procedure.

With the help and encouragement of the California Teachers Association, the California Federation of Teachers, the California School Boards Association, and the California Association of School Administrators, the California Public Employee Relations Board initiated an extensive program that builds on the work of the Harvard Negotiation Project. The training takes the negotiating teams and officers of local associations and school districts through an extensive five-day series of workshops and hands-on training sessions designed to teach the parties how to strengthen their relationship and negotiate effectively and creatively. Early feedback from participating groups has been favorable (Janet Walden, telephone interview, March 1990).

What is the downside of what we have been discussing here? The downside is that negotiations can still go awry, just as they do with conventional bargaining. One party to the negotiations could abuse the trust of the other party. One party could have a much clearer sense of its own interests than the other party, leading to a lopsided agreement. More importantly, the two parties could become so involved in collaborating that they lose sight of their constituents. The Harvard Project's work was developed with the intention of being applicable to all types of negotiations. Unlike some other kinds of negotiation, labor negotiations involve constituents. The intraorganizational bargaining component that Walton and McKersie discuss is absent here. This is not because the Harvard Project's scholars think it is unimportant, but because it only becomes an issue in some types of negotiation.

In order to prevent the leaders and negotiators of local associations from losing their moorings in this process, local associations must build an intraorganizational component into the process. They must involve the membership in determining bargaining interests and assessing the kinds of specific proposals that will be acceptable to them and under what kinds of circumstances. Some negotiations of this type are conducted in an air of secrecy to permit maximum flexibility at the table, but this should not be taken to mean that members will be kept in the dark about the general direction in which negotiations are heading and the kinds of things that are being explored. At least as much time should be spent with constituents as with the other party.

Strategic bargaining

Strategic bargaining is a systematic effort to go beyond the kind of individual problem-solving efforts that typify integrative bargaining. Developed by Edward Cohen-Rosenthal and Cynthia Burton of ECR Associates, Baltimore, strategic bargaining urges the two parties to develop a projection of the future for their organization and the potential demands and difficulties their organization is likely to face. Against the backdrop of these forecasts, the parties seek to reach agreement on what they would like the organization to look like and to create an agreement that helps them get there. What makes strategic bargaining such a potentially important process is that it orients bargaining toward the future. As Cohen-Rosenthal and Burton (1987) comment:

Attending only to the present leads to an unattended future. The past is a set of indicators and a potential resource for an organization, but its survival depends on how well it meets the future.

In this process, the union has a equal role with management in defining the future and regulating the change process.

Strategic bargaining is founded on two presuppositions. The first is that labor and management have a long-term view and a relationship of mutual respect. The second is that both parties recognize that each can contribute to the other's long-term success. There are seven principal steps in the process, which Burton and Cohen-Rosenthal have outlined in numerous presentations:

1. Review both party's perceptions of past history and current status of the organization. This review should be multidimensional and consider such things as the services to be provided, the market for those services, technology, fiscal resources, human resource requirements, and economic and social trends.
2. Share each party's perceptions of the next 5-10 years in terms of
   givens/known facts
   future challenges/problems
   opportunities
3. Develop joint goals and objectives. These are developed in terms of the organizational dimensions cited earlier.
4. Establish joint study teams and/or submit proposals for meeting goals.
5. Negotiate an agreement measured against common goals.
6. Develop a clear plan for communicating, implementing, and monitoring the agreement.
7. Evaluate and renew joint goals and objectives.

Strategic bargaining is the only extant process that seeks to create agreements that reflect a common vision of the future. The major difficulty at present with strategic bargaining is the lack of evidence with which to assess its effectiveness. There has been only limited experimentation with this process as it is outlined here. This is possibly due to the major role that unions are given in strategic bargaining. Much of the long-term operational planning work for an organization is controlled by management. The definition of long-term goals and the development of strategies to achieve those goals steer into what is almost always the organizational province of management. Management may very well see this as a usurpation of management rights and resist it, even though it would likely contribute to the long-term health of the organization.

Things may be changing in this regard. In the last year, the Glenview Education Association has entered into an agreement with the future in mind. The GEA was not familiar with the specific steps involved in the strategic bargaining process developed by Burton and Cohen-Rosenthal. Its leaders and negotiators, however, were sufficiently moved by Burton and Cohen-Rosenthal's idea of creating an agreement that supported a common vision of the future to develop their own process to help them toward that end. (See Appendix F for an outline of the strategic bargaining format used in Glenview.)

Before bargaining about the future, the GEA had a history of working cooperatively with management. The GEA and the school district had begun building a collaborative relationship in 1984, the year of the last contract negotiations. The tangible products of that collaboration were Project PEER, a career enhancement program for teachers, and the Clinical Model School, a program for teacher training and induction. Because the association negotiators felt that traditional, positional bargaining was at odds with the evolving relationship between labor and management, they turned to strategic bargaining. In the words of the Glenview bargaining team:

Strategic Bargaining . . . provides a forum in which labor and management consider their future and order a relationship which best addresses their common desire for future success. Using strategic bargaining for guidance, we sought to resolve not only the current issues but those extending into the 21st century. (Glenview Education Association 1989)

The questions to be considered in bargaining were developed by the planning committee (composed of representatives of the district and the association) in conjunction with their constituents. The planning committee's questions were then considered by all district and association representatives who would be involved in the strategic bargaining process. They were encouraged to review them and come up with their own questions and suggestions. Much of the actual discussion took place in the context of three separate, joint committees (which participants called study teams): finance, professional responsibilities, and professional relationships. Study teams were co-chaired by representatives of the district and the association. A fourth committee, the coordinating committee, was composed of the six co-chairs of the three committees, the board president, the superintendent, and the GEA president. A staff member of the Illinois Education Association served as the committee's facilitator. All together, 25 persons were involved in the process: 9 GEA representatives (including the president), 7 members of the Glenview Board of Education (including the president), the superintendent, the assistant superintendent, the business manager for the district, the curriculum director, a principal, and 2 staff members from the Illinois Education Association.

Before dealing with any concrete issues, the study teams were provided with some training by district and association trainers on such topics as brainstorming, finding solutions through consensus, the importance of tending to process, envisioning the future, and information sharing. (Training is an often neglected part of new approaches to bargaining. Without adequate training, participants fail to use the process properly.) After training, the individual committees set their own meeting dates and began their work. The coordinating committee both acted as a filter for study team recommendations and served as the agency that integrated the recommendations of individual teams into a comprehensive package. At the end of the process, the entire strategic bargaining team met to discuss and act on recommendations from the coordinating committee (Glenview Education Association 1988; Marilyn Miller, telephone interview, January 1990).

It was not easy. The original timetable had bargaining beginning in October 1988 and concluding in January 1989. Negotiations were not actually completed until May 1989. But, according to GEA President Marilyn Miller, they led to an agreement that would enhance opportunities for professional growth and compensation within the district as well as expand opportunities for innovation and improvement in education. Though it has the legal force of a standard contract, the agreement between the association and the district is called a constitution, not a contract. As the GEA strategic bargaining team put it:

Because of our rapidly changing society, it has become imperative that all organizations, including schools, be able to respond more quickly to issues of concern. Our goal was to develop a living, breathing document that could resolve problems as they arose rather than to wait for a contract to expire. Our U.S. constitution became a model for such a document, providing us with a system that is proactive rather than reactive. (Glenview Education Association 1989)

According to the terms of the agreement, teachers would receive raises of 11, 11, and 8 percent, respectively, for the three years of the contract. This translates into a compounded raise of 33 percent between 1989-90 and 1991-92 and gives Glenview teachers the highest total anticipated career earnings in the state of Illinois. Teachers involved in Project PEER and other specific district committees would receive an additional 5-10 percent increase on their basic salary. However, it must be noted that the agreement couples this increase with the addition of ten extra days onto the school year. Five of these are teaching days and five are planning days.

Beyond salary improvements, the structure of school governance was dramatically

altered. The agreement directs buildings to establish councils which, with the collaboration of the principal, will develop policies and/or procedures related to the organization, budget, and educational programs for each school. They may address such things as student assignments, staff selection recommendations, scheduling, staff assignments, and other professional matters. Local school councils for each elementary attendance area (composed of four parents, four teachers, and two principals) provide broad goals and establish expectations for the schools in that cluster. The agreement further directs that three standing committees (each composed of a primary teacher, an intermediate teacher, a junior high teacher, a principal, a district administrator, the superintendent, and the president of the association) are to be established at the district level. These three committees are PEER, Personnel, and Finance. Each committee is to meet as often as it deems necessary to address issues falling within its area of responsibility. When consensus cannot be achieved, the district coordinating council will attempt to resolve the issue. Board approval is necessary for the expenditure of funds (Glenview Public Schools and Glenview Education Association 1989).

The GEA adopted a radically new approach to negotiating. And, they negotiated about new content areas. The fairly large changes in process and content underscore the importance of intraorganizational bargaining in this situation. However, while there was a fair amount of interaction between the GEA leaders and negotiators and the members, the committee structure was not an adequate means to get everyone involved in the change process. According to the GEA president, Marilyn Miller, they fell somewhat short on member involvement in the process. This problem was compounded by a rift that developed between the original IEA UniServ director and the leadership of the local about the nature and overall strategy of bargaining (in essence, whether bargaining would be collaborative or positional). As a result of these difficulties, the original tentative agreement was turned down by 36 percent of those voting. Since a two-thirds vote of the membership is required for ratification, the agreement was not ratified on the first vote.

Some members said GEA was giving up some rights. Specifically, these rights included guaranteed planning time, a limit of 35 after-school meetings, and fixed times for the beginning and ending of the school day. Bargaining team members, on the other hand, felt that the rights in question were provided for in other portions of the agreement. The new agreement did not place the unilateral control of these decisions in the hands of administrators, but in local building councils on which teachers were a majority. A side agreement protected the status quo on these issues until the councils make their decisions. While council decisions are not grievable in the ordinary sense (because they are not part of the actual contract), there is an internal appeal process. Decisions can be appealed to the district coordinating council (on which the local association is represented). Failing resolution at that level, a disputed issue will be resolved by the superintendent and local association president. GEA spent some more time talking to its members about the agreement. On the second vote, the contract was ratified by 79.3 percent of the votes cast (Marilyn Miller, telephone interviews, January 1990 and June 1990).

The Glenview experience is instructive in three respects. First, it highlights the importance of keeping the membership informed about why a new approach to bargaining has been adopted and why new content areas are being negotiated. The Pascal and MacDonnell research cited above (Rodman 1988) indicates that many members are apprehensive about any joint efforts with management. This means that local leaders must make an extra effort to explain why they are attempting to negotiate collaboratively as well as attempt to involve members in the process in as many ways as they can. Second, it tells us that a good relationship between the staff

and the leadership of a local association is important for the overall success of a collaborative bargaining venture. There are many situations in which staff and leaders are likely to hold opposing views on the best negotiating strategies to pursue. If these differences cannot be resolved, the bargaining process could become strained under the weight of intra-association rancor and disagreement. Finally, the Glenview negotiations highlight the potential that collaborative forms of bargaining hold out for negotiating about educational policy. The kinds of decisionmaking rights secured by the teachers of Glenview are far-reaching (if not unprecedented) and have the potential to produce significant changes in the quality of both worklife and education in the district.

Educational policy trust agreements

An educational policy trust agreement is "a written compact between a school district and its teachers, as represented by their union" (Koppich and Kerchner 1990). Trust agreements are intended to address educational problems and issues of mutual concern to labor and management that fall outside the collective bargaining process. As such, they are considered supplemental to collective bargaining. They are included in our discussion of collaborative approaches to collective bargaining because they involve elements of collaboration and negotiation between labor and management. Also, what happens in the trust agreement process has some influence on the collective bargaining process itself.

The Trust Agreement Project, which oversees the development and implementation of trust agreements, operates under the auspices of Policy Analysis for California Education (PACE), an independent nonpartisan educational research center established as a cooperative venture of the schools of education at the University of California at Berkeley and Stanford University. It began in 1987 with six local school districts. In 1988, six more districts were added. Public education employee organizations in nine of the districts belong to the California Federation of Teachers. Employee organizations in the remaining three districts belong to the California Teachers Association. CTA did not participate in the project during its first year. All three CTA locals joined the project in 1988.

The way trust agreements work is fairly straightforward. They do not require that specific subjects be discussed. Instead, the local education employee organization and district select the area that will be addressed by the trust agreement. Each party establishes a trust agreement team to craft the agreement. The guidelines from the Trust Agreement Project request only that neither party bring an outsider (specifically a labor attorney) to the table and that management include at least one principal among its team members (Koppich and Kerchner 1990). Some of the discussions have been so productive that three districts have suspended using outside negotiators in their regular collective bargaining sessions (Julia Koppich, telephone interview, June 1990).

The parties are told by representatives from the Trust Agreement Project that a trust agreement is not adversarial bargaining. It is more of a conversation to define a problem of mutual interest to them and to figure out how to solve it. Specific proposals and positions are avoided during discussions in much the same way as *Getting to Yes* suggests. Project representatives provide help to parties that need to learn specific skills like group decisionmaking or problem solving. They have talked to employee organizations about how to communicate effectively with their members about trust agreement activities (Julia Koppich, telephone interview, June 1990).

At a minimum the Trust Agreement Project requires that both parties be willing to work together. In order to participate, each district must have a letter signed by the

superintendent, the president of the school board, and the president of the local education employee organization saying, in effect, that they are willing to give trust agreements a try. According to Julia Koppich, the director of the Trust Agreement Project (telephone interview, June 1990), many employee organizations and districts have expressed interest in trust agreements, but have been unwilling or unable to get the other party to agree to discuss the possibility of establishing a trust agreement. In a variation of this situation, some school districts have made inquiries in the hope that trust agreements may be used as a substitute for collective bargaining. When only one party was interested or the motives of both parties were not clear, the Trust Agreement Project did not select them for participation. Trust agreements have thus not been forced on individual parties in any of the districts currently participating in the Trust Agreement Project. Both labor and management have participated willingly. By itself, this increases the chance of success.

The policy issues discussed thus far are wide-ranging. Three CFT locals (Lompoc, Poway, and Santa Cruz) have selected peer assistance and review. Morgan Hill, a CFT local, and San Juan, a CTA local, have chosen site-based decisionmaking. Cambrian Elementary, another CTA local, has initiated a pilot program in one of its schools designed to identify "at-risk" students as early as kindergarten. The school staff will then seek the training they think will help the students, develop strategies to educate and otherwise support these students' families, and make appropriate community resources available through the school. Newport-Mesa, a CFT local, is developing a flexible school site improvement project aimed at enhancing student achievement. Projects may involve changes in instructional goals, staff development, and the uses of instructional time at individual schools. San Francisco, a merged local, has developed two trust agreements. The first is designed to help teachers aides return to school to earn teaching credentials while they work as paraprofessionals. The second is a project in one elementary school to develop an interdisciplinary literature-based reading program to substitute for the district's basal reader (Koppich and Kerchner 1990).

The Trust Agreement Project has led a number of local education employee organizations and districts to cooperate in initiating and implementing educational change efforts. This must be regarded as a positive accomplishment. Additionally, in some of the districts the agreement process was used to build a better relationship. The good will and mutual respect generated in the course of discussions about educational issues sometimes spilled over to contract negotiations themselves (Julia Koppich, telephone interview, June 1990).

In the conceptual framework that undergirds the Trust Agreement Project, labor relations between public education employee organizations and school districts move through three stages: meet and confer, the era of good faith bargaining, and, finally, negotiated policy and professional unionism. While industrial-style collective bargaining is adequate for the second stage, it is not adequate to deal with the new means of reaching agreements and dramatically expanded scope of negotiations involved in the third stage of labor relations. There are three reasons for this. First, the scope of bargaining is too narrow, separating bargaining over the conditions of work from the development of school policy that governs work. Second, contract negotiations are often adversarial. Formal contract negotiations tend to produce distance between labor and management that lasts for long after negotiations are concluded. Third, contracts are often too rigid to use as vehicles for education reform. Language that is crafted to cover all possibilities can at the same time serve to limit school site innovation (Koppich and Kerchner 1990).

The problems pointed out above are real. The duty to bargain does tend to be narrow in some cases. Educational policy issues are

almost invariably defined by both statute and case law as either permissive or illegal subjects. The way collective bargaining is often practiced by both labor and management does not encourage and often frustrates the development of programs for educational change. And, the level of specificity contained in contracts can hinder innovation.

At the same time, these very real problems do not necessarily lead to the implied conclusion about collective bargaining—that it is often too limited to respond to the need for educational change. Collective bargaining is rather unfairly pigeonholed as a mostly industrial, adversarial process. Despite the limitations of the scope of bargaining, local education employee organizations do manage to negotiate about policy issues. While collective bargaining can produce rancor, it can also produce better relationships. Much depends upon the principal negotiators and the labor relations history of a particular district. Finally, while contracts can *prevent* change from occurring, they can also *support* the process of educational change. Glenview's *Constitution* and Greece, New York's 1989 contract, which deal with both current change initiatives and an ambitious number of joint commitments for the future, are good examples of this.

The truth of the matter is that sometimes the scope of bargaining prevents policy issues from being discussed and sometimes it does not. Sometimes bargaining is adversarial and sometimes it is collaborative. Sometimes contracts discourage change and sometimes they encourage change. Sometimes contracts encourage and discourage change in turns. Whether a local has one experience or another with collective bargaining depends in part on what they want to get out of the bargaining process and what kinds of external environmental forces exist (i.e., the attitudes of superintendent and school board, pressures for change coming from the community, resources available, etc.). To focus on the ways in which collective bargaining has proven dysfunctional for innovation shortchanges collective bargaining and ignores those instances in which it has proved to be an effective means to promote change.

Just as bargaining is highly complex and variable, so, too, are the directions taken by labor relations. In the Trust Agreement Project's second-year report, the stages that labor relations go through are presented as an inexorable movement from meet and confer to professional unionism. A local might get stuck in one of these stages, but if it moves anywhere, it moves up (or, at least, should move up). Progress, in other words, heads toward a definite end. This is an example of the phenomenon noted in the introduction to the idea of collaborative bargaining, in which the evolutionary march of progress is transposed into the labor relations arena. In actual fact, labor relations in any context go through a series of changes that may or may not move them toward the desirable goal of a healthy and productive relationship with management.

We can take the hypothetical case of a district and a local association attempting by dint of hard work and good will to build a sound relationship with each other. However, for personal reasons the superintendent has decided to take a job in another district. The new superintendent does not hold the same view of cooperation with the local as his or her predecessor. If the local is unable to persuade the new superintendent to support the approach to labor relations that had been developed with the old superintendent, it would be foolish to attempt to relate to the new superintendent in the same way that it related to the old. It may even become necessary to return to a more adversarial process for a time.

The history of labor relations in local school districts is full of similar incidents. As a result, labor relations tend to evolve (if that is an appropriate word here) by a path that looks more like a series of dead ends, turnarounds, and curves than a straight line. The Trust Agreement Project is founded in part on the presupposition that labor relations evolve in a particular direction and that trust

agreements will help unions to reach the next stage of labor-management relations. The presupposition of an end point or necessary series of stages is unwarranted. What Koppich and Kerchner describe as the third phase of collective bargaining may be a desirable state of affairs, but it is only one possibility among others and not the necessary trajectory of labor relations.

The point here is that a local should never foreclose its options, but seek to respond to the situation it faces in the most appropriate manner. Years ago, there was a story going around about a famous psychologist. A young student had been given the honor of studying with him as part of his training. One day as they were waiting for a client to arrive, the psychologist turned to him and said, "X is always late." The student dutifully noted late is bad. Some weeks later, the psychologist, referring to another client, said, "Y is always early." The student dutifully noted early is bad. Soon afterward, the psychologist turned to him once again and said, "Z is so irritating. He's always on time." At this, the student said, "Doctor, if you don't like it when someone is always on time, always early, and always late, what do you like?" Incredulous, the psychologist turned to him and said, "Sometimes late, sometimes early, sometimes on time." This hints at the kind of flexibility called for in collective bargaining. Bargaining demands different things at different times. The desire of a local association for a collaborative relationship must be tempered by the reality of the local environment.

Conceptual disagreements aside, trust agreements have produced positive change in a number of the 12 districts involved in the Trust Agreement Project. This suggests that the tactical usefulness of the idea might be considered apart from the concepts surrounding it. While the Project's successes are to be applauded, we are left with an essential question: Are trust agreements a viable alternative to attempting to negotiate educational policy agreements in the collective bargaining agreement itself? One thing that makes trust agreements different from collective bargaining is that they are morally, but not legally, binding. So far, all parties have lived up to their commitments, but the whole enterprise is still young and the districts involved are only a small and select sample of the kinds of labor-management relationships possible in public school districts. What happens, for example, if a revenue shortfall or other unexpected problem threatens the implementation of the agreement? Second, unlike collective bargaining, the parties have no recourse to resolving disputes if they cannot reach an agreement about a program targeted to deal with a specific issue. Third, because trust agreements deal with issues affecting the operation of schools, they have the potential to affect areas covered by the collective bargaining agreement. Agreements may be reached that require contractual changes in the agreement or waivers of individual contract provisions. What implications does this have for collective bargaining if nonbargaining agreements occasion changes in the contract?

Admittedly, some of these objections are procedural and the parties involved could probably work them out amicably. But even these procedural resolutions would not have the legal force of a collective bargaining agreement. There still remains the knotty question about why, if a district is willing to negotiate a trust agreement, it is not willing to negotiate a collective bargaining agreement. One of the reasons why the joint restructuring agreements are not common in California (outside of trust agreements) is that the state bargaining statute reserves all subjects not specifically enumerated in the statute to the discretion of the employer. The local association may consult but not negotiate with the district over such issues as the definition of educational objectives and curriculum. However, actual bargaining over many issues of education policy is precluded by the statute.

At the same time, even though school districts have often invoked the limitations of the duty to bargain to preempt discussions of

these matters, some local associations have been able to bargain "consulting" items directly into the contract. The legal climate in California puts local associations in the rather unenviable position in this situation of trying against the odds to negotiate educational policy with an uncooperative district management or attempting to negotiate policy through the nonbargaining window opened by trust agreements. If the local association chooses to take the course offered by trust agreements, is there a possibility that the nonbargaining sphere will grow in scope and importance over time? If so, where will that leave collective bargaining? While most collaborative processes seek to expand the bargaining process, trust agreements could serve to limit it.

Another basic question must also be asked: If the problem in negotiating policy is the relationship between the district and association rather than the scope of bargaining, would it be more productive to focus on the relationship itself rather than the nonbargaining window opened by trust agreements? The CTA is currently participating in a program conducted by the California Public Employee Relations Board to build labor-management relationships in the public sector. It is too early to tell if joint training and better relationships produce any gains in negotiated policy, but the results bear watching.

In states where the duty to bargain is more expansive than California and where a permissive bargaining category exists, there is not much pressure to embrace the trust agreement process. Sufficient opportunity and flexibility are offered in the collective bargaining process itself. For those locals that simply see no other possibility of negotiating specific changes in educational policy, the trust agreement process does work. It is our opinion, however, that when it allows the discussion and negotiation of educational policy to occur, collective bargaining is preferable to the trust agreement project.

Potential Collaborative Bargaining Problems

Having examined the kinds of approaches available to local associations, we must consider the kinds of problems that must be anticipated in the overall development of bargaining strategy. If the collaborative approaches to bargaining do not work the way they are intended to work, several significant problems can result. The most common are noted below.

Collaborative bargaining approaches can lead to the failure to deal with member interests. When local leaders place too high a price on creating a harmonious relationship with the district and fail to press aggressively for member demands, the problem can occur. This can be quite innocent. Particularly when some type of collaborative bargaining is being used for the first time, local association leaders have a tendency to focus more on the process than the substance of the agreement (Lane Hotchkiss, personal interview, January 1990). The suggestion to local leaders here is "Stick to your knitting." If you are negotiating an agreement, focus on how the process can be used to help you realize your goals, not on how it feels or how it is working in other respects.

Collaborative bargaining approaches can conflict with members' perceptions of sound advocacy. Many members, particularly those whose basic perspectives on labor-management relations were formed in the early years of bargaining, have a deep distrust of any kind of collaborative approach. Local leaders must take pains to explain why such an approach is being adopted and what the local association hopes to gain from its use.

Collaborative bargaining approaches can lead to a worsened labor-management relationship. When the process does not work, it can generate rather than eliminate distrust and conflict. Whether this occurs depends in part on the integrity of both parties in the process. If one or both parties are trying to exploit the process for their own individual ends, it increases the chance that labor relations will worsen rather than improve.

Potential Benefits of Collaborative Bargaining

The news is not all bleak. When a collaborative bargaining process works, it has the potential to produce some important benefits for local associations. These are noted below.

Collaborative bargaining approaches support the use of bargaining as a vehicle for education reform. In a number of the specific cases examined above, the use of collaborative approaches to bargaining led to significant changes in the way schools were organized and governed. Collaborative approaches to bargaining foster problem solving and encourage the frank discussion of complex issues between labor and management. Because districts do not have a duty to bargain over many of the issues surrounding education reform, they have a great deal of discretion in choosing whether to negotiate about them. This suggests that there might be more willingness on the part of a district to negotiate about these areas if a collaborative as opposed to traditional, positional approach were used. More research is required on this point, however.

Collaborative bargaining approaches improve public confidence in the education system. If the district and the association are always at loggerheads, public perceptions about the education system will reflect the disagreement and tension between labor and management. This is one reason why local associations and unions have embraced various alternative bargaining concepts. After LSEA and the Lansing schools successfully concluded their experiment with expedited bargaining in 1984, the *Lansing State Journal* was full of kind words. Congratulating teachers and administrators on their early agreement, an editorial noted:

For parents and students, there is assurance of labor peace that means an on-schedule school opening in the fall without the pressures of last-minute bargaining and the specter of a possible strike clouding the classrooms. That has not been the case in many past contract years. . . Continued success in that direction [upgrading teaching quality and curriculum] depends, among other thing, on the continuity of these programs and the absence of bitter labor-management confrontations and strikes. (Lansing State Journal *1984*)

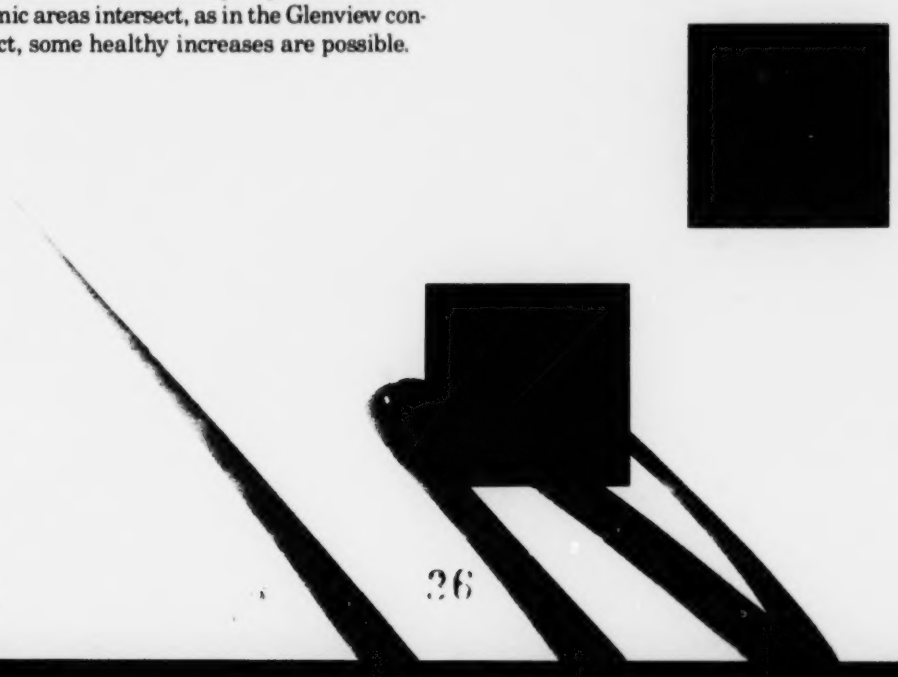
Collaborative bargaining approaches can improve a local association's relationship with a district. Approaches like that of the Harvard Negotiation Project and the California Public Employee Relations Board have improved relationships as an explicit goal. Even other approaches such as the low-key conversational negotiation process in educational policy trust agreements have led to improved relations between districts and their respective education employee organizations.

Collaborative bargaining approaches encourage creative solutions to difficult problems. Issues related to education reform and school restructuring are complex. The implications of educational innovations for existing programs and practices within a district are even more complex. Unless a forum is created within which associations and districts can explore these issues together, it is difficult to conceive how to achieve a satisfactory resolution of the problems we currently face. Beyond education reform, collaborative approaches to bargaining provide creative solutions in other areas as well. In one Michigan district, for example, the local association used a collaborative bargaining approach to institute a religious leave bank for members whose religious holidays were not on the school calendar (Jean Rose, personal interview, January 1990).

Collaborative bargaining approaches permit the development of a long-term vision. In addition to encouraging creative solutions for existing problems, collaborative bargaining can lead districts to craft policies intended to guide the district into the future. This was the case with Glenview, Illinois, and Greece, New York.

Collaborative bargaining approaches provide another view of the terrain. As he climbs up on his desk in the film *Dead Poets' Society,* Robin Williams tells the students of his literature class that sometimes you need a different perspective. When they work, new approaches to bargaining provide just that. They permit the district and the association to cover old ground in new ways, searching for new angles of vision with which to tackle problems.

Nothing definitive can be stated about the economic benefits of the process at this time. One long-time practitioner of collaborative bargaining summed up his experience this way, "When they [school districts] have money, you get a lot and when they don't have money, you get very little" (Lane Hotchkiss, personal interview, January 1990). While more study is required in this area, the economic settlements reached in collaborative bargaining processes do not appear substantially different from the results achieved using traditional, positional bargaining. People have commented on the ease and speed with which the settlement was reached, but the numbers do not suggest more than ordinary economic gains. The process is stronger in policy than in economic areas. When policy areas and economic areas intersect, as in the Glenview contract, some healthy increases are possible.



Criteria for Success

It is difficult to pinpoint exactly what makes collaborative bargaining work in some cases and not in others. Besides using different types of processes, the situations discussed vary widely in terms of demographic considerations, labor relations histories, bargaining goals and objectives, and external environments. This makes generalizations difficult to extract. With the qualification that these are only tentative, however, we will suggest some of the factors that make success *more likely* in some cases than others. None of the factors, either singly or in combination, *ensures* success. They only increase the chances of success. Local associations are urged to consider them in weighing their own probabilities of realizing the benefits and avoiding the problems of collaborative bargaining.

The first factor is *mutual respect*. Collaborative bargaining will not work unless both parties respect each other's right to exist and ability to contribute to school operations. It sometimes happens that the road to respect is paved with strikes and other job actions. Often each party has tested the resolve of the other party on more than one occasion. What matters, though, is that both parties have reached a point at which they will not try to misuse the process to exploit the other party's perceived weakness. In other words, both parties are committed to behaving with integrity.

The second factor is *member confidence*. When members have confidence in the leadership of a local association, the leaders can take risks and move in new directions. When the reverse is true, leaders are confined to what is judged acceptable behavior. If members have little confidence in leaders, a collaborative approach to bargaining will lead them to suspect leaders' motives and question the worth of the settlement. In this context, confidence is essentially translated as the degree to which leaders and negotiators are perceived as identifying with the members and the degree to which they identify with management. Little confidence means leaders are perceived as either ineffective or too close to management. This is why building a relationship with management only means something when leaders also enjoy a close relationship with their members.

The third factor is *a flexible style of negotiating*. Not all of the negotiating skills useful in positional bargaining translate well into the collaborative bargaining context. To return to our earlier discussion of competing analogies, if you are good at making war, it does not necessarily follow that you will be skilled at diplomacy. If you are a good diplomat, it may be for reasons other than those that make you a good warrior. These are different sets of skills. If a local association or district embarks on a collaborative bargaining process with negotiators who are unable to operate under a different set of rules, the results could be disastrous. There are many skilled practitioners of positional bargaining who would find it difficult (and probably should not try) to engage in the kinds of approaches discussed here.

The fourth factor is *agreement on ground rules*. Prior agreement on ground rules reduces the chance that the process will be misused by either party. Ideally, the ground rules provide the structure within which both parties can remain strong advocates for the interests of their members.

The fifth factor is *a supportive culture*. To some degree, the bargaining process should reflect the broader reality of the district. If the bargaining process is collaborative and the culture in individual school buildings is mean-spirted and confrontational, a conflict is set up in members' minds between their own experiences and the behavior of their leaders. This can lead to conflict in the local and a crisis of confidence in the leaders. Even if collaborative bargaining is successful, an unhealthy workplace culture will tend to push the local association back to some kind of adversarial bargaining. If a local association is contemplating using some form of collaborative negotiation process, leaders should also think about how to contribute to the creation of a workplace culture that supports the bargaining effort.

The sixth factor is *a financially healthy district.* There have been examples of the successful use of collaborative bargaining in districts with ailing local economies. However, because settlements reached through a collaborative process will tend to be scrutinized more closely by members than settlements reached through more traditional forms of bargaining, financially healthy districts stand a better chance of being able to offer a package local association members will find acceptable.

Tom Taylor, the director of ESP, Organizing, and Bargaining for the Michigan Education Association, in a personal interview in February 1990 suggested the following questions as useful touchstones to help a local association determine the best bargaining strategy for itself:

- Is the primary interest in implementing collaborative bargaining coming from the association or management?
- What is the district's history of working with cooperative approaches to labor relations?
- Are the key players for management trustworthy?
- What do we (the association) have to gain if we attempt some form of collaborative bargaining?
- Will participants be given some form of training in the skills and knowledge needed to negotiate effectively in a collaborative context?
- Is management promoting one method or one consultant over others or are managers and board members open to exploring different approaches?
- Is there adequate opportunity to resort to traditional, positional bargaining if the collaborative bargaining approach does not work?

There is no "right" situation in which to practice collaborative bargaining. Local associations must weigh the factors in their own situation very carefully to determine whether collaborative bargaining can succeed. If they decide to move in this direction, they must build appropriate safeguards into the process to ensure that their members' interests are protected.

Just as there is no one "right" situation, there is no one "right" approach to bargaining. There is only what works and what does not work. Collaborative bargaining is a tactic whose usefulness must be evaluated with every situation. Build your bargaining goals from your members' interests, communicate with them on a regular basis, and keep focused on using the particular approach you adopt to achieve your goals. These are the basics of getting a good agreement, and they will stand you in good stead with whatever approach you adopt.

Appendix A
Lansing, Michigan

Ground Rules for Expedited Bargaining

1. The parties shall bargain from February 8, 1984, to midnight, Friday, February 24, 1984.
2. Each party shall be allowed to make no more than seven (7) substantive proposals for change in the current (1981-84) Master Agreement. Length of the contract and calendar shall not count as one of the seven issues unless a proposing party proposes conceptual changes (i.e., 190 work days in lieu of present 185).
3. Compensation shall be considered as one issue and all proposals for changes in Article XVIII (other than Article XVIII/D/3—Fringe Benefits) shall count as one proposal and either party may make such proposals as they may see fit. Compensation shall not count as one of the seven (7) substantive proposals set forth in Item No. 2 hereinbefore.
4. Each proposal for change in fringe benefits coverage shall count as a separate proposal.
5. The parties shall simultaneously exchange proposals January 24, 1984.
6. LSEA Negotiating Team members shall be released from teaching responsibilities for the period of February 8, 1984 thru February 24, 1984.
7. Counterproposals made by a party responding to a proposal to change a portion of the Master Agreement must either move in the direction of the proposal made by the party opening that issue or remain at the current contract. The only exception to this ground rule is that, should both parties open a particular issue, it would not apply.
8. If, at the end of the period of expedited bargaining (February 24, 1984), the parties have not reached agreement on a tentative contract, those issues that have been settled shall remain settled when the parties resume "regular bargaining" which process shall begin according to the terms of the Master Agreement. Should "regular bargaining" resume there shall be no other limitation as to the number of issues which the parties (in accordance with relevant State Statute) may bring to the table.

For the Lansing School District	For the Lansing Schools Education Assoc.
Dated	Dated

Appendix B
Lansing, Michigan

Progressive Bargaining Model

This negotiation model is composed of two major stages: noneconomic bargaining and economic bargaining. The major advantage of this model is its organization structure and timetable for completion of the process. As in any negotiations model, however, its success rests with the good faith approach from both parties. Listed below are the procedural rules and guidelines as well as the proposed schedule for implementation:

A. Progressive Bargaining Procedural Rules and Guidelines

1. The parties will mutually agree which articles in the present Agreement are primarily noneconomic in nature. This shall be done prior to the opening bargaining session. Any disagreements shall be resolved in favor of the party asserting economic status.
2. Any economic issues within the above Articles may be set aside by either party to be discussed during the economic time schedule.
3. Should there be no proposed change by either party in any economic issue within the above Articles, a tentative agreement will be considered reached on that issue.
4. Proposed changes in all other noneconomic issues within the Agreement will be discussed during the noneconomic time schedule.
5. Should there be no proposed change by either party in any noneconomic issue within the Agreement, a tentative agreement will be considered reached on that issue.
6. Should any noneconomic issues be unresolved during the noneconomic time schedule, by mutual agreement the parties may refer these issues to subcommittees.
7. The subcommittees will be equally represented by administrators and teachers. They will meet and address noneconomic issues and will make recommendations to the negotiation teams in March.
8. The LSEA bargaining team will be released from their teaching duties on April 28, 29, 30, and May 1, 1987.
9. The parties agree that all unresolved issues as of midnight May 1, 1987, are certified for mediation.
10. The parties will mutually request the presence of a mediator beginning the week of May 4, 1987, if a tentative agreement has not been reached.
11. All issues unresolved as of June 8, 1987, shall be submitted to a factfinding panel of three members. The panel shall be made up of a delegate named by the District, a delegate named by LSEA, and a neutral to be selected as follows:

    Each party (LSD and LSEA) shall simultaneously exchange a list of ten (10) persons, ranked in order of preference, acceptable to the submitting party as the third party neutral. The parties shall then compare the lists and select the person who is on both lists who ranks highest when the rankings of both lists are compared and combined.

    The parties shall be responsible for the fees and expenses of their delegates and shall share equally the fees and expenses of the third party neutral.

    The parties shall meet on May 14, 1987, to exchange lists of nominated third party neutrals, to compare lists, and to select the third party neutral. The parties shall notify each other on May 21, 1987, of the identity of their delegate to the factfinding panel.

    Nominees for the position of third party neutral shall have factfinding experience in the public school sector and shall have served as a grievance arbitrator.

12. Factfinding hearings shall commence on June 8, 1987, and continue daily until completed.
13. The factfinding panel shall issue written recommendations no later than July 20, 1987.
14. Negotiations will continue in July and August until a tentative agreement is reached on all issues.

B. Time Schedule

1. Noneconomic schedule

Evening bargaining sessions will begin at 6:00 p.m. and normally extend to 9:00 p.m. unless a different schedule is mutually agreed upon.

October 1986
- 15—LSEA will present proposals.
- 20—Board will present proposals.
- 22—Bargaining continues.
- 28—Bargaining continues.
- 30—Bargaining continues.

November 1986
- 4—Bargaining continues.
- 6—Bargaining continues.
- 11—Bargaining continues.
- 13—Bargaining continues.
- 18—Bargaining continues.
- 19—The parties will identify those issues requiring subcommittee attention.

December 1986
January & February 1987
Subcommittees will meet.

2. Economic schedule

Evening bargaining sessions will begin at 6:00 p.m. and normally extend to 9:00 p.m. unless a different schedule is mutually agreed upon.

March 1987
- 4—LSEA will present economic proposals.
- 10—Subcommittees will present proposals.
- 12—Board will present economic proposals.
- 17—Bargaining continues on all unresolved issues.
- 19—Bargaining continues on all unresolved issues.
- 24—Bargaining continues on all unresolved issues.
- 26—Bargaining continues on all unresolved issues.

April 1987
- 7—Bargaining continues on all unresolved issues.
- 9—Bargaining continues on all unresolved issues.
- 14—Bargaining continues on all unresolved issues.
- 28—Bargaining continues on all unresolved issues.
- 29—Bargaining continues on all unresolved issues.
- 30—Bargaining continues on all unresolved issues.

May 1—Bargaining continues on all unresolved issues until midnight.
*May/June 1987
Week of May 4—Mediation begins.
Week of June 8—Factfinding hearings.
*If necessary

Signature (Association)	Signature (Management)
Date	Date

Appendix C
Flint, Michigan

1989 Collective Bargaining Protocol between the Board of Education of the City of Flint and United Teachers of Flint, Inc.

The purpose of this agreement is to set forth the commitment of the Board of Education of the City of Flint (the Board) and the United Teachers of Flint, Inc. (the UTF) to pursue the 1989 renegotiation of their Master Agreement according to a "Win-Win" philosophy of collaborative bargaining. The commitment specifically includes the pledge by each of the undersigned members of the Board and UTF negotiating teams to freely explore the interests of all parties, to sincerely seek and suggest options for mutual gain which accommodate competing interests, to judge options and proposed solutions by objective criteria, and to seek to optimize the mutual aims of the participants. This agreement is without prejudice to any of the legal rights of the Board and the UTF or to their respective obligations to represent their constituents. Neither party, by entering into this protocol, shall be deemed to have waived any legal or economic right.

Subject to funding options and agreement upon terms of payments, the Board and the UTF have agreed to use Endispute, Inc. and Tom Manley as facilitator/mediator of their 1989 collective bargaining. Mr. Manley or other person agreeable to the parties and Endispute will be responsible for developing an agenda and timetable for negotiations, for facilitating and mediating between the parties, and for such other assistance as may be agreed upon.

The Board and UTF agree that their intent is to participate in facilitated collective bargaining in the pre-negotiation, negotiation and implementation phases of this effort. It is understood that either party or any member of the negotiating teams may communicate in confidence with the facilitator/mediator and that any such communications will be deemed privileged by the Board and the UTF, their agents and employees, and the facilitator/mediator shall not be summoned to testify about any matters related to the 1989 collective bargaining on account of any of the parties of their agents and employees.

Pursuant to their Memorandum of Understanding of February 9, 1989, the Board and UTF have agreed that the requirements of Article VII, paragraph C of the Master Teacher Contract have been satisfied and shall not apply further to the 1989 collective bargaining. The Board and UTF are agreed to pursue their interests in collective bargaining through a "single-text" approach rather than by separate unilaterally created proposals, it being understood that this in no way limits or restricts the number or nature of issues, proposals or counterproposals the parties may raise.

The Board and UTF have set a goal to conclude a new Master Teacher Contract by June 15, 1989. Toward that end they have committed to face-to-face meetings of their full negotiating teams for a minimum of 20 hours a month to be held on no less than four separate occasions per month. The parties understand clearly that this is a minimum commitment and that at least as many hours will be spent in preparation for meetings of the negotiating team as will be spent in the face-to-face meetings.

For each joint negotiating session, the parties will compile and retain a set of Joint Resource Papers reflecting accurately the matters discussed. In addition, at the conclusion of each joint negotiating session, the parties will agree upon a Joint Report which will be signed by representatives of both the Board and the UTF and circulated to their constituencies. The Joint Report will be made available to the general public and the media only after it has been posted or otherwise distributed or made available to school system personnel. The Joint Report shall accurately summarize the joint negotiating sessions in sufficient detail that affected persons will understand the progress of negotiations. The Joint Report will include, at a minimum, the issues discussed, views expressed on each, progress made, tentative agreements, disagreements and the general tone of discussions.

Except for the content of the Joint Report, there shall be no disclosure by negotiating team members of the substance of negotiations to representatives of the media. The parties will not negotiate through the media. Negotiating team members will make no public characterization or comment on negotiations except by joint press conference of their respective chief negotiators.

Except as necessary for reporting to the School Board and the UTF Negotiating Committee, the members of the Board and UTF negotiating teams agree that collective bargaining sessions will be kept confidential, that there will be no attribution or disclosure of substantive discussions other than through the Joint Report.

Collective bargaining sessions will be conducted in a facilitated open-discussion mode, with no exclusive spokespersons for the Board or UTF. Participants are free to request caucuses of their colleagues, with due regard and respect for the other participants. The parties understand that tentative agreements on individual items are subject to total agreement on a new collective bargaining agreement and that such a new agreement is subject to ratification by the Board and the membership of UTF.

It is the intent of the parties that further training in "Win-Win" bargaining and "team-building" exercises will be integrated into the facilitated bargaining sessions in an on-the-job training fashion.

Because the parties understand that the availability of training and facilitation will require funding, they are hereby committed to explore fully the availability of funding through various foundations or grants, including the Mott Foundation and the Federal Mediation and Conciliation Service. The parties will also seriously consider an agreement, under the Labor-Management Cooperation Act of 1978, to establish a continuing fund.

The undersigned representatives of the negotiating teams for the Board and the UTF hereby pledge their best efforts to conclude successfully a new collective bargaining agreement by the application of principled negotiating techniques for "Win-Win" bargaining.

February 21, 1989

Board of Education of the City of Flint	United Teachers of Flint, Inc.
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Appendix D
Greece, New York

Outline of 1989 Bargaining Process

November 1988—Parties met to set guidelines for developing a common comparative data base.
Initial information required:

- General information-Scattergram of present staff
- Materials for NEA budget analysis
- Size/Wealth/State aid measures

Comparison done of six other districts mutually selected for one or more of the following reasons:

- Proximity
- Similar educational philosophies
- Similar size
- Similar socio-economic circumstances

Selections included five from Monroe County, including Rochester, and one down state district of nearly identical demographics.

Areas of comparison:

I. Salary—
   A. Profiles placing present Greece teaching staff on the pay scales of each of the six other districts.
   B. Profiles of career earnings over thirty years presuming 1988-89 contract and placement practices in each district.

II. Other compensation and benefits—comparison of other areas of economic impact.

III. Terms and conditions of employment including, but not limited to:
   A. Workload
      1. Number of class preparations
      2. Planning/supervision
   B. Class Size
   C. Work day/year
   D. In-service/professional development

Work teams established: Nine individuals involved, three teachers, three board members, three central administrators—according to the following scheme:

Districts	**Contract Sections**		
	I. Salary	**II. Other Comp**	**III. Terms & Conditions**
Districts 1 and 2	Board Member 1	Administrator 1	Teacher 1
Districts 3 and 4	Administrator 2	Teacher 2	Board Member 2
Districts 5 and 6	Teacher 3	Board Member 3	Administrator 3

Step one: Secured contracts for all six districts.

Step two: Vertical teams met to determine what questions could be asked of district and association personnel in each of six chosen districts. For example, Board member 1, Administrator 2 and Teacher 3 determined what questions on salary would need to be asked.

Step three: Horizontal teams visited their assigned districts to ask the questions developed in step two.

Step four: Vertical teams met to compile information.

Step five: Information from all teams consolidated and formatted by Director of Personnel and Association Bargaining Chairperson. This was completed by February 1, 1989.

Step six: Information shared with two bargaining teams of five members each (Four teachers, including the President of the Association, and one UniServ Rep; four administrators, including the Superintendent, and the Board's attorney)

Step seven: The complete study was shared with the six cooperating districts.

Step eight: Study was summarized and shared in presentations made during the month of February in the following order to the following groups:

1. Association Executive Council and Board of Education
2. Association Representative Assembly and Superintendents Cabinet
3. Association membership and building administrators

All presentations were made by the Board's attorney and the Association's UniServ Rep.

While the comparative study was being compiled, Association members completed NEA bargaining surveys, and the bargaining team worked together with a larger bargaining committee (25 members) to determine what the interests of the Association were. Those interests were then taken to the table in March of 1989. The district, likewise, brought its interests to the table, and the process moved then to expressing mutual interests and addressing options which would accommodate those interests. Acceptable options became contract changes, and the parties wrote language to reflect what had become the consensus of the team members.

Additional changes were made in the agreement to reflect the common mission statement of the parties and to make as many provisions of the agreement consistent with shared decision making as possible.

Appendix E
Ann Arbor, Michigan

Summary of Procedures To Be Used For Contract Extension Bargaining (Adopted 21 February 1989)

1. Set the agenda for each meeting in advance, preferably at the end of the previous meeting.
2. Co-chairs, Ron Whitmore* and Dave Harrell,** will lead the meetings.
3. Set a time span to work on each problem.
4. Place agreements on newsprint for instant verification.
5. Use sub-committees, such as mentoring, section 125.
6. Co-chairs will be sensitive to providing time for all those who wish to speak.
7. Use consensus model of decision-making, which is defined as:
   A. All must agree or be willing to live with the decision.
   B. The procedure for consensus will be to first talk the matter through and seek general agreement on the contents of the decision, with the Chair then going around the group, one by one, asking if the individual agrees. Responses can be; 1) YES, with clarification if desired; 2) PASS; 3) NO. Those passing will be returned to if there is consensus by others.
   C. Those not consenting are obliged to tell why.
   D. If the reason for not consenting is due to constituent directions, that must be revealed along with the individual's personal decision about the consensus.
   E. If less than three are dissenting, a vote may occur, but not until the next meeting and after further effort is made at consensus. The vote could occur at the same meeting as the first consensus failure if the dissenters agree.
8. Confidentiality is to be as follows:
   A. Information is to be open to the Board, and other teams.
   B. The information is to be about the issues, but not the discussions tied to individuals at the table.
   C. Information could also be shared in a limited way during information gathering, and with Cabinet, Representative Council, and with resource persons.
   D. Everyone told in these later processes should also agree to confidentiality.
   E. The group can agree to specific information not being confidential.
9. Caucuses are to be used very sparingly, but when necessary, according to the following:
   A. Any team member may call for a caucus.
   B. A time limit of 15 minutes or a request for an extension of 15 minutes will be allowed. After caucus, the team who requested it will reveal the nature of the discussion.
10. If no resolution is reached after discussion, we should move on to a new item, returning to the item at a later date.
11. If discussion between the parties takes place outside of monthly meetings on an issue on the agenda, we will report this to the entire group.
12. Debriefing will occur at the end of each meeting and include:
    A. Decide on media information to be released.
    B. Debrief the process used.
    C. Set future agenda.
    D. Limit the debriefing to thirty minutes.

13. Persons will not be seated by team.
14. Each team will have prepared for each meeting prior to the meeting.
15. How to Submit Issues:
    A. Both parties bring problem/needs statements.
    B. Discuss each sides' problem/needs rather than starting with concrete outcome proposals.
    C. Talk about parameters of the problems/needs early on.
    D. Present all issues early on at the first and second meetings, understanding that there may be modifications within the issues later.
    E. Oral presentations with written documentation.
    F. Willingness to clarify issues as needed.
16. If either of the parties believes the process is about to fail, it will request the reutilization of a consultant or other intervenor.
17. PERA:
    A. If contract extension fails, either side may take any position in bargaining a new agreement without regard to concessions made in contract extension talks or final positions at the end of contract extension talks.
    B. Both sides will assess progress by _____ if both sides agree, talks may continue into _____.
    C. Failure may be declared by either side at any time after an effort with a consultant or other mutually agreeable intervenor.

Summary of Procedures To Be Used For Monthly Problem Solving/Bargaining Session (14 October 1988)

1. Set the agenda for each meeting in advance, preferably at the end of the previous meeting.
2. Co-chairs, Dolores Dawson*** and Dave Harrell, will lead the meetings.
3. Set a time span to work on each problem.
4. Place agreements on newsprint for instant verification.
5. Use sub-committees, such as mentoring, section 125.
6. Co-chairs will be sensitive to providing time for all those who wish to speak.
7. Use consensus model of decision-making, which is defined as:
    A. All must agree or be willing to live with the decision.
    B. The procedure for consensus will be to first talk the matter through and seek general agreement on the contents of the decision, with the Chair then going around the group, one by one, asking if the individual agrees. Responses can be 1) YES, with clarification if desired; 2) PASS; 3) NO. Those passing will be returned to if there is consensus by others.
    C. Those not consenting are obliged to tell why.
    D. If the reason for not consenting is due to constituent directions, that must be revealed along with the individual's personal decision about the consensus.
    E. If less than three are dissenting, a vote may occur, but not until the next meeting and after further effort is made at consensus. The vote could occur at the same meeting as the first consensus failure if the dissenters agree.

8. Confidentiality is to be as follows:
   A. Information is to be open to the Board and other teams.
   B. The information is to be about the issues but not the discussions tied to individuals at the table.
   C. Information could also be shared in a limited way during information gathering, and with Cabinet, Representative Council, and with resource persons.
   D. Everyone told in these later processes should also agree to confidentiality.
   E. The group can agree to specific information not being confidential.
9. Caucuses are to be used very sparingly, but when necessary, according to the following:
   A. Any team member may call for a caucus.
   B. A time limit of 15 minutes or a request for an extension of 15 minutes will be allowed. After caucus, the team who requested it will reveal the nature of the discussion.
10. If no resolution is reached after discussion, we should move on to a new item, returning to the item at a later date.
11. If discussion between the parties takes place outside of monthly meetings on an issue on the agenda, we will report this to the entire group.
12. Debriefing will occur after each meeting and include:
   A. Decide on media information to be released.
   B. Debrief the process used.
   C. Set future agenda.
   D. Limit the debriefing to thirty minutes
13. Persons will not be seated by team.
14. Each team will have prepared for each meeting prior to the meeting.

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* Ron Whitmore is the Executive Director for Employee Relations.
** Dave Harrell is the UniServ Director.
*** Dolores Dawson is Assistant Superintendent for Human Resource Services.

Appendix F
Glenview, Illinois

Format For Strategic Bargaining Process*

I. Questions jointly developed by Planning Committee.
II. Strategic Bargaining Committee meeting— October 11, 1988, 7:30 p.m.
   A. Review format for strategic bargaining.
   B. Review proposed topic areas and questions recommended by Planning Committee.
   C. Training for study teams.
   D. Study teams meet to set meeting dates.
III. Study team phase (two months concluding by Dec. 9).
   A. Vision for the future.
   B. Information sharing.
   C. Brainstorming possibilities.
   D. Develop by consensus recommended resolutions to current problems and recommended implementation strategies for shared goals.
IV. Coordinating Committee (co-chairs from each study team plus the remainder of Planning Committee).
   A. Meets during study team phase to review and coordinate process.
   B. Reviews recommendations from each study team and develops a comprehensive set of recommendations which integrate reports from different study teams.
V. Strategic Bargaining Committee meeting (week of January 16th).
   Receive, discuss and act on recommendations from Coordinating Committee.
VI. Board and GEA ratify Agreement.

*The Coordinating Committee may revise these guidelines as necessary.

[Author's note: Negotiations were not actually concluded until May 1989.]

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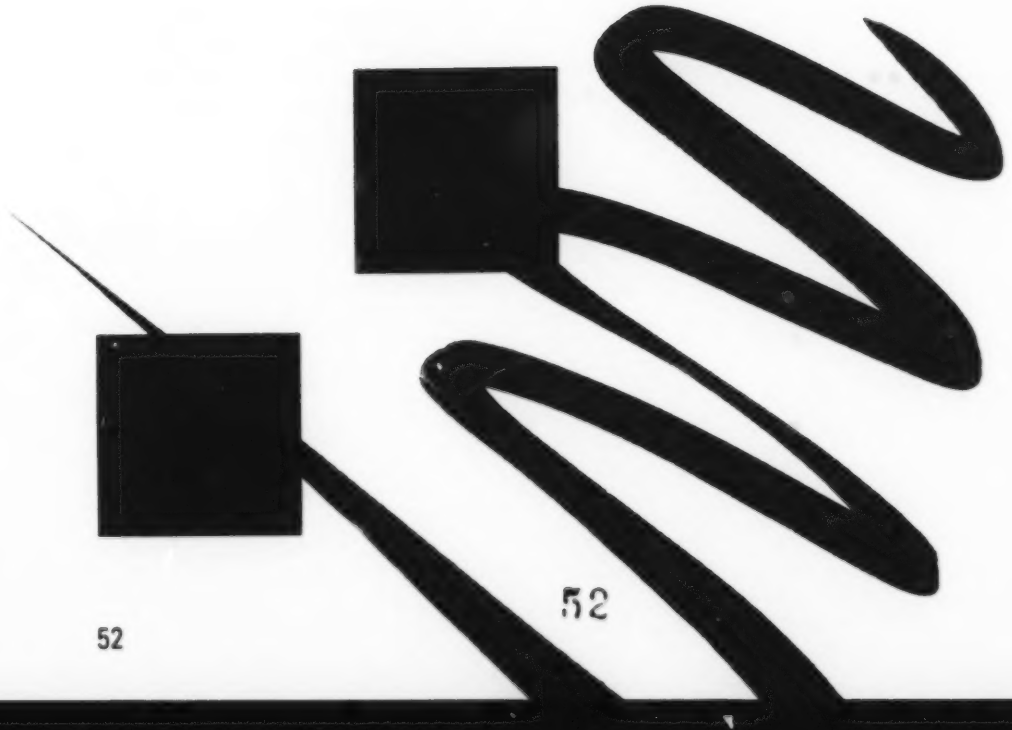

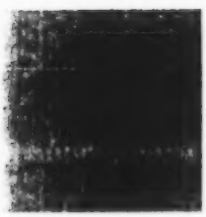

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